

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

NOTICE OF TIME EXTENSION AND ADDENDUM #6

Notice is hereby given that the bid opening date heretofore advertised as Wednesday, September 26, 2012 has been extended to Tuesday, October 2, 2012 no later than 11:00 A.M. in the Bid Office, 2nd Floor, 567 W. Lake, Chicago, IL 60661-1498 for the following items:

Req. C12FR101208860, Spec. No. CTA 1060-10
Definite-Delivery Contract for all Labor and Material for Complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine(429), 1000 Series New Flyer Buses, with a minimum overhaul quantity of Two Hundred(200), 1000 Series New Flyer Buses (1000 -1429, except for 1005).

PROPOSAL GUARANTEE: 25% of Contract Amount

For additional information, please contact Richard Kurek, Sr. Procurement Administrator, 312/681-2469.

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

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

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. Acceptance of any bid is subject to concurrence by the Regional Transportation Authority and the United States Department of Transportation.

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President
Purchasing & Warehousing

September 25, 2012



Date: September 20, 2012

TIME EXTENSION & ADDENDUM # 6

Subject: Requisition No. **C12FR101208860** - Definite-Delivery Contract for all Labor and Material for complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred [200], 1000 Series New Flyer Buses (1000-1429, except for 1005).

We are enclosing Addendum No. 6 for the subject requisition:

1. Remove the existing Bid Proposal Pages (P-1 – P-3)
Replace with the new attached Bid Proposal Pages (P-1 – P-3)
pages identified as "Addendum No. 6".
2. Remove the existing Special Conditions Pages (SC-1 – SC-46)
Replace with the new attached Special Conditions Pages (SC-1 – SC-46)
pages identified as "Addendum No. 6".
* Note changes to the following pages SC-7, SC-8, SC-9 & SC-30.
3. Remove the existing Detailed Specification 9985-12B Pages (D-1-D-15)
Replace with the new attached Detailed Specification 9985-12C Pages (D-1-D-17)
identified as "Addendum No. 6".
* Note change to the following section 4.7.
4. Remove the existing Detailed Specification 1060-10 Pages (D-1-D-10)
Replace with the new attached Detailed Specification 1060-10A Pages (D-1-D-10)
identified as "Addendum No. 6".
* Note change to the following section 7.1.

Note: CTA has revised the answer to No. 13 (issued in Addendum # 3, dated August 21, 2012), it now should read as follows- See revised Detail Specification No. 1060-10A Section 7.1.

Added Deduct lines 5 & 6. **Note:** Deduct lines 2, 3, 5 & 6 are for parts only and does not include labor.

Please acknowledge receipt of Addenda No. 1, No. 2, No. 3, No. 4, No. 5 and No. 6 on the Proposal page titled Bidders Signature Page. Failure to acknowledge receipt of the six addenda may cause your bid to be non-responsive.

The bid opening date is being extended from Wednesday, September 26, 2012, 11:00 a.m., local Chicago time to Tuesday, October 2, 2012, 11:00 a.m., local Chicago time.

If you have any questions, please contact Mr. Richard Kurek of my office at (312) 681-2469.

Sincerely,

A handwritten signature in black ink, appearing to be 'David Johnson', written in a cursive style.

David Johnson
General Manager, Purchasing

Enclosures (4)

cc: M. Popovic
R. Brokvist
K. Brosnan
Contract File (C12FR101208860)

BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B

By execution of this Proposal the undersigned offers, in accordance with the terms of the Contract Documents of which this proposal is a part, to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 New Flyer D40LF 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

As described in these General and Special Conditions and "master" Detail Specification No. CTA 9985-12B and other specifications, attachments and documents as listed, herein at the price per line item as indicated below:

This Contract to become effective upon execution of Contract document and shall remain in effect until completed.

NOTE: Prices quoted shall be firm for the entire contract period.

PARTS	BILL OF MATERIAL (BOM)	TOTAL PRICE PER BUS
1.	Engine Package & Transmission	_____
	With extended warranty – explain terms	_____
2.	Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____
3.	Radiator Assembly and associated parts	_____
4.	DPF Kit- 5 year or 100,000 mile warranty, whichever comes first	_____
5.	Shocks, Rods, Valves and associated parts	_____
6.	Seat Inserts (buses 1001 thru 1304) and associated parts	_____
7.	Seat Inserts (buses 1000, 1305 thru 1429) and associated parts	_____
8.	Additional -Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____
9.	EMP Mini Hybrid	_____
10.	IVN2 Replacement Kit (up to 450 Kits)	_____
11.	LED Dome Lamp Retrofit Kit (up to 450 Kits)	_____

**BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B**

LABOR

LABOR - BOM (1, 2, & 3)

Engine Package & Transmission, air system,
HVAC & Radiator

LABOR - BOM (1, 2, & 9)

Engine Package & Transmission, air system,
HVAC & EMP Mini Hybrid

LABOR - BOM (4)

DPF Kit

LABOR - BOM (5)

Shocks, Rods, Valves and associated parts

LABOR - BOM (6 & 7)

Seat Inserts

LABOR- BOM 8

Additional air system, HVAC & engine electrical

LABOR-BOM 9

EMP Mini Hybrid

LABOR- BOM 10

IVN2 Replacement Kit

LABOR

~~Complete Turnkey including the first 10 BOM~~

LABOR- (Paint-Section 5.11)

BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B

DEDUCTS, If Any

In the event that certain work will not be performed, The vendor shall issue to CTA a credit in the amount of line item(s) not exercised by CTA. CTA reserves the right to get a cost analysis.

1. Not removing or re-installing Engine Package from 1000 series bus _____
2. Not replacing a Cummins Recon ® ISM Engine _____
3. Not replacing a ZF 6HP 592C Transmission _____
4. Not replacing Radiator Assembly, CAC, Oil Cooler _____
5. Not including the catalytic convertor which is part of the engine package _____
6. Not including the power steering/hydraulic pump assembly which is part of the engine package _____

NOTE: The amount of the deducts, if any, will not be used in the evaluation of bids because the amount of deducts is not known nor expected to be many in number.

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

General e-mail address if different from above: _____

ADDRESS OF OVERHAUL FACILITY: _____
 PERSON TO CONTACT: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 TELEPHONE NUMBER: _____ FAX NUMBER: _____

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

SCOPE OF WORK ("Work")

This is a Definite-Delivery Contract requirement to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429), with a minimum overhaul quantity of two hundred [200], 1000 New Flyer LFS 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

PERFORMANCE/PAYMENT BOND

The bidders shall furnish at its own expense performance security in the form of a cashier's check, or letter of credit in a form approved by the CTA **before offer submission**, or a performance bond, from a surety duly licensed to do business in the State of Illinois having a financial rating from A.M. Best Company of a "A VII" or better, in the amount of ~~twenty-five~~ **five** percent (~~25~~ **5**%) of the full amount of the Contract. The bond shall cover all of Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled and/or last bus has been delivered and accepted for service by the CTA.

INSURANCE

Insurance requirements are stipulated in a separate "Insurance Requirements" document. Bidders are advised that certified copies of required insurance policies are required before award of contract. Insurance Certificates are **NOT** acceptable.

DEFINITIONS

Unless defined otherwise herein, the following definitions apply to this Order and its attachments:

- (a) Chicago Transit Authority, CTA, Authority, and Buyer are synonymous herein.
- (b) Bidder, Seller, Vendor, Contractor and the company, organization or person(s) to whom the Order is addressed are synonymous herein.
- (c) Purchase Contract, Contract, Purchase Order and Order are synonymous herein.
- (d) Overhaul Kit, Master Kit, Part, Item, Kit, Component, Subsystem, Sub-assembly and Assembly are synonymous herein.

PROPOSAL PAGE PREPARATION

The Bidder is to quote a lump sum price for each overhaul kit they propose to furnish, along with a per bus labor price, on Proposal Pages (P-1 and P-2).

Bidder shall indicate name of company bidding, address, contact person, title, phone number, fax number, e-mail address and payment terms.

AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding from financial assistance contracts between the Regional Transportation Authority and the Chicago Transit Authority. CTA's obligation hereunder is contingent upon the availability of appropriate funds from which payment for the Contract purposes can be made. No legal liability on the part of CTA for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives notice of such availability and approval, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DEFINITE QUANTITY

- (a) This is a definite-delivery Contract for the purchase of labor and material specified in the "Scope of Work, Page SC-1" and effective for the period stated herein.
- (b) It is CTA's intention to purchase as many of the overhaul repair kits and or overhaul services of the New Flyer, 1000 Series Buses as possible. However, a minimum order quantity of two hundred ~~twenty-five~~ [225- 200] overhaul repair kits and or overhaul services of the CTA New Flyer, 1000 Series Buses shall be ordered.
- (c) The acceptance of an Offer for award, if any, shall be evidenced by a "Notice to Award" Contract in writing delivered in person, or by registered mail to the Bidder whose offer is accepted. Such "Notice to Award" shall obligate said Bidder to commence performance under the Contract and indicate the number of 'turnkey' overhaul repairs of the CTA New Flyer, 1000 Series Buses, which the CTA shall award.

BIDDER'S QUALIFICATIONS

The qualification requirements for a bidder only apply as relevant with respect to the equipment, parts and services proposed for award to that bidder.

I. Policy

This part prescribes policies, standards and procedures for determining whether prospective Bidders are judged to be responsible in the award of a proposed contract under consideration. Purchases shall be made from, and contracts shall be awarded to responsible prospective bidders only. No purchase or award shall be made unless the General Manager, Purchasing or designee makes an affirmative determination of responsibility.

A prospective Bidder must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors, if any, in accordance with the general standards set forth hereinafter.

II. General Standards

Prospective Bidders must -

- A. Have adequate financial resources that are satisfactory to the General Manager, Purchasing or designee to insure the successful performance of the Contract in compliance with the General and Special Conditions and the Detailed Specifications, as specified, and/or shall have the ability to obtain such financial resources specifically dedicated to the performance of this Contract;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and/or other CTA business commitments, if any;
- C. Shall have a satisfactory performance record of providing O.E.M. and/or CTA approval equal maintenance and repair parts for the New Flyer, 1000 Series buses and/or other acceptable manufactured parts of similar quality to the CTA and/or other similar transit agencies (See III.C.);
- D. Have a satisfactory record of integrity and business ethics;

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BIDDER QUALIFICATIONS (continued)

- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or demonstrate the ability to obtain them that are satisfactory to the General Manager, Purchasing or designee;
- F. Have the necessary facilities (including but not necessarily limited to warehousing space) specifically allocated to an on-going inventory of O.E.M. and/or CTA approved equal maintenance and repair parts for New Flyer, 1000 Series buses (associated with this Contract), equipment and other expertise, or demonstrate the ability to obtain them (See III.A.); and
- G. Be otherwise qualified and eligible to receive and award under applicable laws and regulations;
 - (1) CTA reserves the right to determine if Bidder meets the above contract requirement. CTA reserves the right to inspect a potential bidder's facilities; and
- H. Must demonstrate and/or provide a satisfactory record of previous performance in providing the parts described in the Master Schedule, Pages SC-10 through SC-23 Failure to provide such evidence within six (6) business days from date of written notice may render a Bid as "non-responsive".
- I. The Bidder, if requested by the CTA, must provide within four (4) days of such request, information addressing the following factors bearing on the responsibility of the Bidder and its ability to comply with terms of the contract Documents:
 - (1) The qualifications and experience of officers and key personnel, and how the Bidder intends to recruit additional personnel, if required;
 - (2) A list of contacts of similar magnitude and nature successfully performed by Bidder, including names and telephone numbers of owner representatives familiar with contract performance;
 - (3) Bank and credit references;
 - (4) A summary of pending litigation, (whether the Bidder is plaintiff or defendant), arbitrations (whether the Bidder is claimant or respondent), mediations, or other dispute resolution processes;
 - (5) A copy of the Bidder's audited financial statements for the prior three (3) years and most recent interim financial statement;
 - (6) Evidence that the Bidder has suitable financial assets to meet all obligations incidental to performance of the Contract;
 - (7) A list of all equipment required to perform this contract, specifying which equipment is currently owned or leased by the Bidder and how it proposes to obtain any additional required equipment;
 - (8) A description of all indebtedness, including the identification of creditors, judgments against the Bidder within the last five (5) years, repayment schedule, and significant characteristics;

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BIDDER QUALIFICATIONS (continued)

- (9) Evidence that the Bidder is licensed, bonded, and registered in compliance with ordinances, statutes, codes and regulations of municipality in which the work is to be performed;
- (10) Documentation that the Bidder has the appropriate technical experience and familiarity with the types of mechanical and maintenance work required to perform the work;
- (11) Evidence that the Bidder is not in arrears or default to the CTA upon any dept or contract, or is not a defaulter, as surety or otherwise, upon obligations to the CTA or has not failed to perform faithfully any previous contract with the CTA.

The provisions of this section also apply to past joint venture's agreements involving the Bidder and to the individual components of a joint venture submitting bids to this solicitation. Failure by the Bidder to address the matter contained within this section may result in the Bidder be rejected as non-responsible. The CTA reserves the right to request additional and supplemental information under the section and the Bidder must provide such information in the manner and time set by the CTA.

III. Applications of Standards**A. Regular Dealer**

- 1. A **regular dealer** means a person or organization that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and general conditions, as required under the contract are bought, kept in stock, and sold to other transit agencies in the general course of business.
- 2. A prospective bidder qualifies as a **regular dealer** if, upon request, it can show that it is a regular dealer dealing in the supplies of the general character offered to CTA. Included in this criteria are the following:
 - a. It has an establishment, or a leased or assigned space, in which it regularly maintains a stock of supplies in which it claims to dealer. If the space is in a public warehouse, it must be maintained on a continuing basis not a demand basis.
 - b. The stock maintained is a true inventory from which sales are made. This requirement is not satisfied by (i) stock unrelated to the supplies offered, or (ii) stock maintained primarily for the purpose of token compliance with this requirement, from which few, if any, sales are made.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BIDDER QUALIFICATIONS (continued)

- b. The supplies stocked are of the same general character as those offered and to be supplies under the Contract. To be of the same general character, the items to be supplied must be either identical with those in stock or be supplies for which other dealers in the same line of business would be an obvious source.
 - d. Sales are made from stock on a recurring basis, are not only occasional, or constitute an exception to the usual operations of the business.
 - e. Sales are made regularly in the usual course of business to other transit agencies, other than CTA, or to public transit organizations.
- B. Ability to obtain resources

Except to the extent that a prospective bidder has sufficient resources or proposes to perform the Contract by subcontracting, the General Manager, Purchasing or designee may require acceptable evidence of the prospective contractor's ability to obtain required resources. Acceptable evidence normally consists of a commitment or explicit arrangement, which will be in existence at the time of the contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel.
- C. Satisfactory performance record

A prospective bidder that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the General Manager, Purchasing or designee determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective actions. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. The General Manager, Purchasing or designee shall consider the number of contracts involved and the extent of deficient performance, if any, in each contract when making a determination.
- D. Have a minimum of 3 to 5 years of verifiable maintenance experience, including experience and knowledge of removing and installing a Cummins engine package with a ZF or Allison World transmission. In addition, must have sufficient facility capacity to accommodate the desired rate of production.

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT

It is the intent of this section that the following matters and all other major engineering considerations be settled to the satisfaction of the bidder and the CTA before submission of bids so that CTA may determine exactly what the bidder is offering. After award of a Contract, if any, the CTA recognizes no obligation to consider Contractor's proposal which should have been presented during the pre-bid period.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT(continued)

A Pre-Bid Meeting and Inspection will be held on Thursday [July 5, 2012]. The meeting will convene at [10:00 A.M. (Central Standard Time)] in the Chicago Transit Authority's [South Shops Repair Facility], located at [7801 South Vincennes Avenue, Chicago, Illinois 60620]. Prospective Bidders are requested to submit written questions to the Senior Procurement Administrator, identified on the Title page, in advance of the Pre-Bid Meeting. In addition, questions may be submitted in writing up to Monday July 16, 2012. Responses will be shared with all prospective Bidders via an Addendum.

Prospective Bidders are reminded that any changes to the bid document will be by written addenda only, and nothing stated at the Pre-Bid Meeting and Inspection shall change or qualify in any way any of the provisions in the bid document and shall not be binding on the CTA.

CTA shall make available to all Bidders, the CTA New Flyer 1000 Series bus (Bus number 1005) for the purpose of performing an inspection of the equipment to determine necessary modifications, if any additions to the bus to properly implement the complete overhaul on each bus. This meeting shall be the only official general meeting for potential bidders to view the bus. The date, time and location for the Pre-Bid Meeting and Inspection of said bus is specified above.

QUESTIONS, CLARIFICATIONS AND OMISSIONS

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Senior Procurement Administrator, identified on the Title page. Bidders and their representatives shall not make any contact with or communicate with any member of the CTA, or its employees and consultants, other than the designated Senior Procurement Administrator, in regard to any aspect of this solicitation or offers. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing.

At any time during this procurement up to the time specified in "Pre-Bid Meetings & Inspection of Equipment, Page SC-3," Bidders may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the bid document, or any addenda to the bid document. Such written requests shall be made to the Senior Procurement Administrator.

Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the bid document, without a substantial increase in cost or time requirements.

If it should appear to a prospective Bidder that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the bid document or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or CTA law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the CTA within the time period specified above.

DATA AND INFORMATION

Questions regarding technical adjustments, settings, materials, procedures, or any problem that might arise during the bus overhaul should be addressed to the Project Manager, Mr. Tim Biocic, 7801 South Vincennes Avenue, Chicago, Illinois 60620, or (773) 874-7100, Ext. 7224.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

ADDENDA

The Chicago Transit Authority reserves the right to amend the bid document at any time. Any amendments to the bid document shall be described in written addenda. Notification of or the addenda also will be distributed to all such prospective Bidders officially known to have received the bid document. Failure of any prospective Bidders to receive the notification or addenda shall not relieve the Bidder from any obligation under the bid document therein. All addenda issued shall become part of the bid document.

Prospective Bidders shall acknowledge the receipt of each individual addendum in their bid document on the form Acknowledgement of Addenda. Failure to acknowledge in the bid document receipt of addenda may at the CTA's sole option disqualify the bid.

If the CTA determines that the addenda may require significant changes in the preparation of bids, the deadline for submitting the bids may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the CTA determines will allow Bidders sufficient time to revise their bids. Any new due date shall be included in the addenda.

STORAGE AND PROTECTION

Contractor shall have adequate storage facilities for buses that may be retained on his property. This storage area must be protected by some form of a Security System. Such System may be a watchman or an alarm system, certified by the Underwriters' Laboratories, and approved by the CTA to protect buses from vandalism and/or pilferage. The storage area shall be sufficiently large to accommodate a minimum of twenty [20] CTA, New Flyer, 1000 Series Buses. Adequate fire protection shall be provided by the Contractor. This fire protection system shall have the approval of the Underwriters' Laboratories, and approved by the CTA.

During cold weather (32 deg F or below), the Contractor shall provide storage facilities wherein the coolant in the bus cooling system will not freeze. Note: Bus engine may or may not have sufficient anti-freeze for proper protection. Contractor shall be required to add sufficient anti-freeze for protection.

PICK UP AND/OR DELIVERY OF BUSES

It shall be the Contractor's responsibility to provide for any and all material (see Tables BOM 1 through BOM 11) Pages SC-10 through SC-23 and any other equipment and material as identified in Detail specification No. ~~9985-10~~ ~~9985-12B~~ 9985-12C to complete the overhaul of the New Flyer, 1000 Series Buses, to include the replacement of any and all material, systems, subsystems and assemblies necessary and as required to complete the overhaul of each bus and enable the bus to return to revenue service after final acceptance by the CTA.

All material and equipment furnished under this Contract shall be new, OEM, or CTA approved equal to OEM, and all work shall be subject to inspection and testing by the CTA to the extent practicable at all times and places including the period during the complete overhaul of all New Flyer, 1000 Series Buses contracted for under this Contract, and in any event prior to the acceptance and/or surveillance of Contractor's inspection at the discretion of the CTA. At no time during the performance of this work is Contractor or Contractor's employees permitted to drive buses on public streets or highways.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

PICK UP AND/OR DELIVERY OF BUSES (continued)

Prospective Bidders MUST upon the submission of their bid provide a detailed Bill of Material, (including description, manufacture & part number, etc.) consisting of all material and/or equipment that is specified to be replaced on each New Flyer, 1000 Series Bus (as specified in Detail Specification No. ~~9985-10~~ ~~9985-12B~~ 9985-12C). Prospective Bidders ~~need not~~ **shall** include a listing of those parts identified on BOM -1 through BOM -11 (Pages SC-10 through SC-23). In addition, the Prospective Bidders must submit the following:

1. Plan of Action on how you are to achieve the Float Schedule listed on page SC-9.
2. Quality Assurance Program.
3. List of Key Individuals (including resumes) responsible for making key decisions regarding Work.
4. Any other process, procedure or activity that would enable CTA to ascertain if the Prospective Bidder has sufficient competence for this overhaul repair Contract.

Any material designated for use during this project which shall be rejected by CTA for not conforming to these Specifications shall clearly be marked and so disposed of to ensure that such material will not be used, or offered for use again on subsequent buses unless accepted by CTA or individually so designated by CTA.

The Contractor shall provide office space, as necessary that is suitable to the CTA for use by CTA Inspector(s) during any visit to Contractor's facility to inspect the work under this Contract. Such office space shall be adequate for intended purpose and shall be furnished, have a telephone maintained, Wi-Fi available for inspector(s) laptop and cleaned and security protected, as necessary, by the Contractor in a manner equivalent to that provided by the Contractor for performing similar functions within his own shop office facilities.

During repair, a logbook documenting all inspections performed by the CTA Inspector(s) shall be maintained by him at the Contractor's facility. All inspections logged in shall then be signed and dated by the Contractor to ensure that Contractor is made aware of the problem(s), if any and if the Inspector has found any material or items that are found not conforming to the requirements of this Contract. Contractor shall separate all rejected material from material designated for use on a bus and notify CTA accordingly of their procedure for disposing of same.

In the event the work to be done under this Contract is performed outside the Chicago Metropolitan Area (any area greater than seventy-five (75) miles from 7801 South Vincennes Avenue, Chicago, Illinois), all reasonable costs (including transportation and lodging, if any) for a CTA inspector(s) shall be at the expense of the Contractor and in accordance with the Runzheimer meal, lodging, and transportation cost index (www.runzheimer.com) and shall not exceed an amount equal to a maximum of \$3,000 to be reimbursed to the CTA (per weekly occurrence) . Any cost over that stated above will be responsibility of CTA. The Inspector(s) may make visits to Contractor's facility at will during the duration of the "turnkey" overhaul of CTA, New Flyer, 1000 Series Buses.

CTA shall be responsible for the transporting of vehicles to the location in which the Contractor will perform the Scope of Work and/or to Contractor's facility provided such facility is located within a fifty (50) mile radius of the intersection of Madison and State Street, Chicago, Illinois. The CTA shall have sole responsibility for determining if the location in which the work is to be performed is within fifty (50) miles radius of the intersection of Madison and State Street, Chicago, Illinois.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

If work location or Contractor's facility is outside the aforementioned radius and/or Contractor's facilities are deemed to be outside the above listed radius, the Contractor shall be responsible for transporting the Buses to such site at their expense. The buses shall be transported using a flatbed type transport only.

Contractor shall notify CTA's Senior Procurement Administrator a minimum of twelve [12] business days prior to the date work is to commence. CTA shall deliver to the Contractor's facility a "Float" of ~~ten [10]~~ twelve (12) New Flyer, 1000 Series Buses for the purpose of performing a complete overhaul of each bus in accordance with the requirements of Detail Specification No. ~~9985-10 9985-12B 9985-12C~~ and other required documents listed therein (including material identified on BOM -1 through BOM -11 Pages SC-10 through SC-23), if awarded, as applicable.

Overhaul work on the New Flyer, 1000 Series Buses shall begin as soon as the Contractor has all the parts which comprise the "Master Kit". However, work may begin at Contractor's option when he has sufficient parts to begin the overhaul work required and as specified under Detail Specification No. ~~9985-12A 10-9985-12B~~. The rate of completion of the 'turnkey' overhaul shall be up to six (6) buses per week at ~~three [3] buses per each thirty (30) day period~~ starting from a date of one hundred twenty (120) days after the Contractor is issued the "Notice to Proceed". All work shall be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

FLOAT SCHEDULE

Number of Days After Date of "Notice to Proceed"	Number of Buses Delivered/Made Available to Contractor	Total Number of Float Buses in Contractor's Possession
Fifteen [15] Days	2 3	2 3
Thirty [30] Days	3 4	5 7
Forty-Five [45] Days	5	40 12

Contractor shall commence the mid-life "Overhaul" of the New Flyer, 1000 Series Buses after Contractor is issued the "Notice to Proceed" or upon receipt of all appropriate material (identified on BOM -1 through BOM -11 Pages SC-10 through SC-23, if awarded) as necessary to effect such overhaul. Contractor shall complete the "Overhaul" work on the New Flyer, 1000 Series Buses in accordance with a schedule that would permit all buses under this Contract to be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

MASTER KIT

Bidders may propose the use of items that are not currently approved by the CTA but must obtain approval from Technical Services- Bus for all such items prior to use in the "Overhaul" of the New Flyer, 1000 Series Buses. If any item is disapproved by Technical Services- Bus, Contractor is required to use one of the currently approved parts for such work. Contractor is required to identify each item they intend on using during the "Overhaul". Items shall be in accordance with the tables as follows:

BOM-001				
Engine				
N/A	DR27012RXM280ZF DR27071RXM280ZF	Cummins	Engine W/ Package & Transmission	1
BOM-002				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8320174	3678606	Cummins	O-Ring, Discharge Fitting	1
	6339293	N/Flyer		
8330501	3103015	Cummins	Seal, Grommet, Air Comp Water Line	2
8190031	249580	N/Flyer	Muffler Tank Assembly	1
8190039	5952265	N/Flyer	U-Clamp, 3-1/2	2
1572612	222P 8-8	Parker	Adaptor, Brass 1/2 male/female	1
	700QBA15	G/White	Air Dryer Assembly	1
Auxiliary Coolant Heater				
	PH0831	Teleflex	Proheat Coolant Heater Assembly	1
8130083	085410	N/Flyer	Clamp, Air Intake	1
8130084	051262	N/Flyer	Clamp, Saddle, Exhaust	1
8192692	10B06016	N/Flyer	Bolt, 3/8-16 X 1	4
1111705			Locknut, 3/8-16	4
8230050	260701	N/Flyer	Hose, Arimid, 1.5 I.D.	1
	TACH-150	Thermopo		
8193709	50W06000	N/Flyer	Washer, Flat, SS, 3/8	4
8234424	05GRC2747715P	Gooding	Elbow, Hose	1
HVAC				
	T11-M114 Kit	TK	Kit, TK Rehab	1
8120037	28470	N/Flyer	Kit, Adaptor Marine Pump	1
8113510	150289-21	Ametek	Pump, Marine	1
	280334	N/Flyer		
8133629	6388445	N/Flyer	Valve. Heater Assembly	1

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8130001	268827	N/Flyer	Valve, Assembly Supply	1
8120039	251583	N/Flyer	Valve, Assembly 0.88 Bypass	1
1480011	5240A82Z00	Vapor	R134A	5 lbs
1485300	204-476	TK	Grease	A/R
Engine/Electrical				
8383548	3102904	Cummins	Clamp, V-Band	1
8351679	102012	Davco	Filter, Davco 5 to 10 Micron	1
	FS-19763	FleetGuard		
8351690	39119405	FleetGuard	Sensor, Water in Fuel	1
	257069	N/Flyer		
8320020	6341684	N/Flyer	Filter, Air Intake	1
	70402B	Cummins		
8234439	WF2121	FleetGuard	Filter, Water	1
8330508	6343760	N/Flyer	Filter, Oil Air Separator	1
	24252	AirPower		
8233655	043573	N/Flyer	Cylinder, Ether	1
8443512	805361-10	DANAC	Assembly, Drive Shaft	1
	129960	N/Flyer		
8403582	6353948	NF	VALVE: PROPORTIONAL	1
8403536	P164378	BERENDS	Filter, Hydraulic System	1
	275163	N/Flyer		
	6401960	N/Flyer	Seal, O Ring	1
8413550	262286	N/Flyer	Hose, Vent	6 ft
8233626	261964	N/Flyer	Sensor, Low Coolant (Vansco)	1
8233841	4928568	Cummins	Sensor, Low Coolant 3 Pin (Cummins)	1
	397194	N/Flyer		
3109304	1555	ALPHAWIR	Wire, 18 Gauge Red	5 ft
	8522	BELDENMF		
6804151	12048074	DELPHI	Terminal, Socket	3
8304683	12110293	PACKARDDELPHI	Connector, 3 way Female Metri- Pac 150	1
	15324973	PACKARDDELPHI		
7800129	68275-R	PIONEER	Conduit, Convoluted .35 ID	5 ft
8234446	070883AE	Flambeau	Bottle, Coolant Overflow 6 QT	1
8233849	003335	N/Flyer	Tube, Overflow	A/R
3730093	AAA-2724	Stant	Cap: Surge Tank	1
	N24600	Nova		
	10237	Barbee		
1389590	10B12040	N/Flyer	SCREW: CAP, 3/4-10 X 2-1/2 HEX HD GR-8	2
	11N12000	N/Flyer		
			Nut, Hex 3/4 UNF	2

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8481617	20W12000	N/Flyer	Washer, Flat 3/4	8
8393729	21N12000	N/Flyer	Nut, Hex Jam 3/4	2
8320010	40N12000	N/Flyer	Nut, hex Lock 3/4 UNC	2
	GN7F	ENDRIES		
8023645	211953	N/Flyer	Strip, Bumper Isolation	2

BOM-003

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Radiator				
8233520	262525	N/Flyer	Assembly, Radiator, CAC, Oil Cooler	1
	1A19881	Modine		
	DR3317-00	Diesel Rad		
8233646	034528	N/Flyer	Hose, Hump, 2.5	2
1929205	CT-300L	Breeze	Clamp, Breeze, 2.25 - 3.13	4
8481695	116935	N/Flyer	Hose, CAC, Convoluted	4
1921109	CT-450L	Breeze	Clamp, Breeze, 3.75 - 4.63	8
8233706	000633	N/Flyer	Bushing, Upper, Radiator Mounting	4
1380363	General Material		Bolt, 7/16-14 X 2-3/4	2
1120056	General Material		Washer, Flat, 7/16	4
8320009	40N07000	N/Flyer	Locknut, 7/16-14	2
8233916	8110071	N/Flyer	Mount, Center, Bonded	8
8234265	267373	N/Flyer	Washer, Fender, .5 X 2.00	8
1121060	General Material		Washer, Lock, 3/8	8
8403725	011298	N/Flyer	Washer, Radiator, Lower	8
1380307	General Material		Bolt, 3/8-16 X 2	8
8093588	5962618	N/Flyer	Seal, 1/8 X 1" X 12 Ft. (\$.36 per Ft.)	1

BOM-004

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
DPF				
	E 145-12-2-09-6259	ESW Group	Kit, ThermaCat-e Active 3+ DPF	1
	02002098	ESW Group	Kit, Mounting Hardware	1

BOM-005

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Front Air Rides				
7690124	5956376	N/Flyer	Connector Assembly, 1/2-1/4	2
	VS68NTA-8-4	PARKER		
	38-079	Motion		
8233842	5956114	N/Flyer	Elbow, 90 Degree, Street, 1/4 X	2

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

			1/4	
8393731	042440	N/Flyer	Locknut, 3/4-16	4
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
8073513	W01-W35-9385	FIRESTN	Front Air spring	2
	055089	N/Flyer		
1041522	E0E4	ENDRIES	Bolt, 3/4-16 X 3-1/4"	2
	11B12052	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	8
	30W08000	N/Flyer		
8393573	8112182	N/Flyer	Bumper, Front Suspension	2
1041524	10B06012	N/Flyer	BOLT: HEX, 3/8-16 X 3/4"	4
	LY20	ENDRIES		
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	10B08016	N/Flyer	Bolt, 1/2-13 X 1"	8
8393569	048689	N/Flyer	Bracket, Front Leveling Valve	1
Front Rods				
8073519	6313766	N/Flyer	Lateral Rod Bushing Kit	1
	070 048 028 000	ZFLEMFOR		
8073521	062 480 005 000	ZFLEMFOR	Lateral Rod Bushing Kit	1
	6313767	N/Flyer		
8393578	6322936	N/Flyer	Radius Rod Bushing	2
8393548	NC08	ENDRIES	Locknut, Prevailing Torque, 3/4-10	2
	042439	N/Flyer		
8393549	21MS	ENDRIES	Bolt, 3/4-10 X 3-1/2	2
	050867	N/Flyer		
8393571	0GA9	ENDRIES	Street Side, Bolt, M18 X 60MM	2
	048548	N/Flyer		
8393581	E2QN	ENDRIES	Curb Side, Bolt, M18 X 80MM	2
	048549	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8393572	J749	ENDRIES	Locknut, M18	4
	048556	N/Flyer		
8393718	018147	N/Flyer	Bolt, Special	2
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
6510032	018145	N/Flyer	Locknut, Special Bolt	2

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8393562	280539	N/Flyer	Mount Assembly	2
8393570	J3JV	ENDRIES	Locknut, M24 X 1.5	2
	050874	N/Flyer		
1121068			Washer, Lock, 7/8	4
1041524	LY20	ENDRIES	Bolt, 3/8-16 X 3/4"	4
	10B06012	N/Flyer		
8393579	JJJ1	ENDRIES	Bolt, M24 X 1.5MM X 90MM	2
	055166	N/Flyer		
1384296			Bolt, 1/2-13 X 1-3/4	2
1384277			Bolt, 1/2-13 X 3-1/4	6
8393582	J1C2	ENDRIES	Washer, Lock Plate	2
	050968	N/Flyer		
8403708	20W08000	N/Flyer	Washer, Flat, Hardened, 1/2	14
8393580	J3TQ	ENDRIES	Shim	4
	050844	N/Flyer		
8900022	20W06000	N/Flyer	Washer, Flat, Hardened, 3/8	4
1121060			Washer, Lock, 3/8	4
8403531	280494	N/Flyer	Assembly, Idler Arm for Drag Link	1
Front Leveling Valve				
8393533	280000	N/Flyer	Front Leveling Valve	1
	52321-Q285	BARKSDAL		
1572611	218P-4	PARKER	Plug, Pipe, 1/4	1
	G127951	N/Flyer		
8190099	5953778	N/Flyer	Elbow, 90 Degree, 3/8 O.D. X 1/4	1
8193727	1474-6B	FAIRVIEW	Elbow, 45 Degree, 3/8 O.D. X 1/4	1
	5946710	N/Flyer		
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4	1
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20 X 1	2
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	6
1111958			Locknut, 1/4-20	2
8190174	241216	N/Flyer	Link Assembly	1
8192695	2D3L	ENDRIES	Nut, 1/4-20	2
	10N04000	N/Flyer		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	2
	30W04000	N/Flyer		
Front Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

	SY3-12VDC	BERENDS		
1576641	218P-6	PARKER	Plug, 3/8	1
	G127952	N/Flyer		
8481647	5952463	N/Flyer	Elbow, 90 Deg, 3/4 O.D. X 1/2 PT	1
8192676	5956113	N/Flyer	Adapter, 3/8 MPT X 1/2 FPT	1
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1
	5994473	N/Flyer		
8190115	1469-6A	FAIRVIEW	Elbow, 90 Deg, 3/8 O.D. X 1/8 PT	1
	5956098	N/Flyer		
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8330126	5945146	N/Flyer	Bushing, 3/8 X 1/8	1
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	2
	5955934	N/Flyer		
1041525	22S00016	ENDRIES	Bolt, 10-24 X 1, SS	4
	22S00016	N/Flyer		
8190179	216P-6	PARKER	Nipple, 3/8 PT	1
	G443980	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
8190181	5990188	N/Flyer	Cross, Pipe, 3/8 FPT	1
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
	0EL2	ENDRIES	Washer, Flat, #10	2
	10W00000	N/Flyer		
1041526	GKXC	ENDRIES	Bolt, 10-32 X 1/2, SS	2
	23S00008	N/Flyer		
	0EU0	ENDRIES	Washer, Lock, #10	2
	30W00000	N/Flyer		
8190116	5959924	N/Flyer	Nipple, 1/8 PT	1
Rear Shocks				
8393547	116434	N/Flyer	Shock Absorber Assembly	4
	90-2102SPI	KONI		
8393558	042588	N/Flyer	Mount Assembly Bolt Bar	8
1120029			Washer, Flat, 3/8	16

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

1111706			Locknut, 3/8-24	16
Rear Air Rides				
8393694	009594	N/Flyer	Rear Air Spring	4
	W01-W35-9127	KONI		
8890098	9420171PK	UCP	Nut: Stamped, 1/2"-20, Spring Steel	4
	9420171	MOHAWKMF		
8890099	107827PK	UCP	Nut, Stamped 3/4" X 16 Spring Steel	4
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	16
	30W08000	N/Flyer		
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2 X 1/4	4
	5956376	N/Flyer		
8393741	010380	N/Flyer	Bumper, Suspension, Rear Suspension	2
8393555	278901	N/Flyer	Spacer, Bumper Suspension	2
	30W06000	N/Flyer	Washer, Lockwasher 3/8"	4
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	LY26	ENDRIES	Bolt, 1/2-13 X 1	16
	10B08016	N/Flyer		
Rear Rods				
8393520	6314857	N/Flyer	Upper Radius Rod Bushing Kit	2
	070.480.013.000	ZFLEMFOR		
8393527	070.400.007.000	ZFLEMFOR	Upper Radius Rod Bushing Kit	2
	6346587	N/Flyer		
8393708	6322757NFA	N/Flyer	Lower Radius Rod Bushing	2
	6322757	N/Flyer		
8393712	6313765	N/Flyer	Lower Radius Rod Bushing Kit	2
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	12
8393561	28FK	ENDRIES	Bolt, 3/4-10 X 4	8
	10B12064	N/Flyer		
8393560	2CSV	ENDRIES	Bolt, 3/4-10 X 3-1/2	4
	10B12056	N/Flyer		
8393709	5944550	N/Flyer	Lock Strap	2
8393710	10B12032	N/Flyer	Bolt, 3/4 X 2	4
Rear Leveling				

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

Valve				
8393532	228742	N/Flyer	Rear Leveling Valve	2
	52321-Q232	BARKSDAL		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	4
	30W04000	N/Flyer		
8192695	2D3L	ENDRIES	Nut, 1/4-20	4
	10N04000	N/Flyer		
8010109	245315	N/Flyer	Link Assembly	2
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20	4
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	12
1111958			Locknut, 1/4-20	4
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4 MPT	2
8760045	2225-4	PARKER	Tee, Pipe, Brass	2
	5952468	N/Flyer		
8193727	1474-6B	FAIRVIEW	Elbow, 45 Deg, 3/8 O.D. X 1/4 MPT	1
	5946710	N/Flyer		
8682545	800375	BENDIXWE	Single Check Valve	1
	5957963	N/Flyer		
8192677	5946719	N/Flyer	Adapter, Tee	1
8190170	234815	N/Flyer	Elbow, 45 Deg, 1/2 O.D. X 1/4 PT	1
8190169	085269	N/Flyer	Elbow, 90 Deg, 1/2 O.D. X 1/4 PT	2
8190099	5953778	N/Flyer	Elbow, 90 Deg, 3/8 O.D. X 1/4 PT	1
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, Street, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2-1/4	5
	5956376	N/Flyer		
Rear Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1
	SY3-12VDC	BERENDS		
8300459	14S00020	N/Flyer	Screw, PH Cross, SS, 10-24	4
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
1576641	218P-6	PARKER	Plug, 3/8 NPT	1
	G127952	N/Flyer		
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

	5994473	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	1
	5955934	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8190178	204559	N/Flyer	Nipple, 3/8 X 1/8	1
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8190177	VS279NTA-6-2	PARKER	Elbow, 45 Deg, 3/8 O.D. X 1/8 O.D.	1
	121586	N/Flyer		
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
Doors				
	6001013828	Vapor	Entrance Door Repair Kit	1
	6001013829	Vapor	Exit Door Repair Kit	1
1121009			Washer, Lock SS 1/4	8
8080346	50N04000	N/Flyer	Nut, Hex SS 1/4" - 20 UNC, Exit Door	8
8403762	50W04000	N/Flyer	Washer, Flat SS 1/4"	8
8080317	268489	N/Flyer	Bolt, Carriage 1/4" - 20 UNC X 2" LG. SS,	8
Body				
7540162	16262	AUVECO	Rivet, Nylon, Ribbed Shank	35
	90221A12	MCMMASTER		
8020032	320324	N/Flyer	PLATE: PIVOT, ASM; SPORTWORKS VELOPORTER	1
	100530 - SPR	SPORTWRK		
Driveshaft Access Panel				
	6400528	N/Flyer	Access Panel Kit	1
Wheelchair Ramp				
	45864	Ricon	Ramp Repair Kit	1
	70-0160-5476-2	3M	Primer 94	as needed
	70-0705-4946-7	3M	Safety-Walk Brand Edge Sealing Compound	as needed
Front Wheelwell Modification				
1903001	1582A231	McMaster	Hinge, Piano, 19"	1

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

1438804			Screw, Tapping 10-32 X 1/2 Type F	6
BOM-006				
SEAT INSERT FOR BUS 1001 THRU 1304				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
7600054	107964005NSNUB1	AMSEATIN	Insert, Seat Bottoms-Bus 1001 thru 1304	39
	6350971	N/Flyer		
	SKU-CUU-003927	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine SS #10-32 Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20
Back Inserts				
7600010	107962003NSNUB1	AMSEATIN	Seat Back 1001-1304	31
	6350970	N/Flyer		
	KSU-BKU-003925	KUSTSEAT		
8103515	107962003NSNTL5	AMSEATIN	Seat Back (W/C Logo) 1001-1304	8
	KSU-BKU-006175	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine, SS #10-32, Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20

NOTE: Seat clips must be reused. BOM includes extra hold downs to replace lost or broken parts.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BOM-007

SEAT INSERT FOR BUS 1000 AND 1305 THRU 1429

CTA Lot No.	Mfr. Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
8103696	151934NSNUHE(91500)	AMSEATIN	Insert, Transverse Seat Bottom-Bus 1000 and 1245 thru 1429	27
	6359567	N/Flyer		
8103519	151936NSNUB1	AMSEATIN	Onsert, Longitudinal Seat Bottom-Bus 1000 and 1245 thru 1429	12
	6355409	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
Back Inserts				
8103520	150803NSNUB1	AMSEATIN	Logitutinal Seat Back 1000 & 1305-1429	8
	6355408	N/Flyer		
8103521	150803NSNTL5	AMSEATIN	Logitutinal Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355410	N/Flyer		
8103522	150801NSNTL5	AMSEATIN	Transverse Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355411	N/Flyer		
8103524	150801NSNUB1	AMSEATIN	Transverse Seat Back 1000 & 1305-1429	23
	6355413	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		

NOTE: Seat clips must be reused extra hold downs to replace lost or broken parts.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BOM-008				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8303521	5940337	N/Flyer	SWITCH: PARKING ELECTRICAL	1
	228750	BENDIXCOM		
8190118	045564	N/Flyer	Switch, Pressure 1 PSI	1
	78628-BB-01	HOBBS		
8243518	5964273	N/Flyer	SWITCH: STOP LIGHT	1
	286404	BENDIXCOM		
8183510	8112560	N/Flyer	SWITCH: LOW PRESSURE, NORMALLY OPEN	1
	76052-20	HOBBS		
8193509	5963964	N/Flyer	VALVE: RELEASE, QUICK	1
	229859	BENDIXCOM		
	641429	Nova		
8192671	6353331	N/Flyer	ASSEMBLY: BRAKE RELAY VALVE	1
	RKN28056	MERITOR		
3680016	084456	N/Flyer	VALVE: ABS, REGULATING VALVE ABS	4
	R955397	MERITOR		
	N26735	Nova		
	22900500	Optima		
8193523	5996782	N/Flyer	VALVE: ASSEMBLY, EMERGENCY BRAKE	1
	281481	BENDIXCOM		
8193522	5963962	N/Flyer	BRAKE: ASSEMBLY, PARKING BRAKE CONTROL	1
	284171	BENDIXCOM		
8183519	010263	NF	TREADLE: BRAKE TREADLE & PLATE ASSEMBLY	1
	107915N	BENDIXCOM		
HVAC				
8303717	015697	NF	SWITCH: DEFROSTER/HEATER INSTALLATION	1
8113582	015696		NF	KNOB: HEATER/DEFROSTER
8113534	083515	NF	ASSEMBLY: DRIVER'S FAN - 24V	1
8113511	6350889	NF	BLOWER: ASSEMBLY, HEATER/DEFROSTER	2
	15-1980	MOBILECL		
8113632	266202	NF	ASSEMBLY: HEATER/DEFROSTER, 24V	1
	MOBILECL	12-6036		
Electrical				
8300195	130985	N/Flyer	Cylinder, Assembly 50 lbs	2

ADDENDUM # 6

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8303755	302528	N/Flyer	Slider: Radio Box with Lock	4
6800052	12015792	Packrdel	Connector, 2-way, Male	1
7294416	12010300	DDC	Plug	2
	102904	N/Flyer		
3800112	DT04-3P	Deutsch	Receptacle, 3-way, DT Series	1
8304773	114017	Deutsch	Plug, Sealing Connector, DT Series	3
8290017	5925959	NF	SWITCH: TURN SIGNAL	2
8303557	254212	NF	SWITCH: DIMMER, DRIVER'S FOOT CONTROLS	2
8300364	22S04012	NF	SCREW: HEX SS 1/4" - 20 UNC X 3/4" LG	4
	51w04000	NF	WASHER: LOCK SPRING TYPE SS 1/4"	8
8343519	22S04024	NF	SCREW: HEX SS 1/4" - 20 UNC X 1-1/2" LG	4
	J147	ENDRIES		
8020168	048116	NF	SPACER: NYLON 3/4" THK., DRIVER'S FOOT	4
	RGOR	SPAENAU		
8080531	10S00016	NF	SCREW: FH CROSS, RECESS, SS, #10-24 X 1"	4
	0860	ENDRIES		
8234358	14S00016	NF	SCREW: PH CROSS RECESS SS #10 - 24 X 1"	4
	14S00016	WURTHADAM		
8343517	10S04016	NF	SCREW: FH CROSS RECESS SS 1/4" - 20 X 1"	11
	0868	ENDRIES		
8343515	20B05016	NF	BOLT: HEX SS 5/16" - 18 UNC X 1" LG	6
	X204	ENDRIES		
8020231	20B05036	NF	BOLT: HEX SS 5/16" - 18 UNC X 2-1/4" LG	3
8343508	056681	NF	ACCELERATOR: ASSEMBLY, ELECTRONIC	1
	350827	WILLIAMS		
8243519	114045	NF	SWITCH: DIMMER, DASH LITES	1

BOM-009

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
EMP Mini Hybrid				
	2020032085AA18	EMP	Kit, EMP Mini Hybrid MH8	1

BOM-010

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
IVN2 Replacement Kit				
	100-816-0000	Clever Devises	IVN2 Replacement Kit	1

BOM-011

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
LED Dome Lamp Retrofit Kit				
	LRS84001	Pretoria	LED Retofit Kit for CTA NF D40LF	1
	LED-R-NFL40CTA-S	Hadley		

NOTE TOTAL OF 450 KITS**WARRANTY**

Warranties in this Contract are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the CTA each completed bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

Engine basic warranty is 2 years

Engine extended warranty is 3 years or 250,000 miles;

Engine Warranty to include but not limited to:

Turbo, Coolers, Sensors, Valves, Heads, Crank, Cam, Rods, Piston, Fuel Pumps,
 Water Pump, Vibration Dampeners, Thermostats, Mounting Hardware and Gaskets.

ZF TRANSMISSION

Transmission basic warranty is 1 year

Transmission extended warranty is 1 year

THERMACAT WARRANTY

Standard EPA aftertreatment warranty 5 years or 100,000 mile whichever comes first.

EMP Warranty:

EMP Mini Hybrid MH8 Warranty shall be 3 years. EMP Mini Hybrid MH8 warranty to include but not limited to:

Power steering pump, Bypass water pump, Radiator, Charged air cooler, Electric fans and controllers, Associated hardware, Piping, Brackets and any progressive damage related to failed EMP components.

Clever Warranty:

Clever's IVN2 Replacement Kit shall have a base warranty of one (1) year.

Clever's IVN2 Replacement Kit shall have a two (2) year extended warranty. Warranty to include but not limited to IVN4, TCH/DVI, ODK4, harnesses cables and brackets.

SUBSYSTEMS

Other subsystems shall be warranted to be free from defects and related defects for one year or 50,000 miles, whichever comes first. Other subsystems are listed below:

- a. **Heating, ventilating:** Roof and/or rear main unit only, including floor heaters and front defroster.
- b. **AC unit and compressor:** Roof and/or rear main unit only.
- c. **Door systems:** Door operating actuators and linkages.
- d. **Air compressor**

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

SUBSYSTEMS(continued)

- e. **Air dryer**
- f. **Wheelchair ramp**
- g. **Alternator:** Alternator/regulator.
- h. **Radiator/Charger air cooler:** Radiator/Charger air cooler including core, tanks and related surrounding framework and fittings.
- i. **Hydraulic systems:** Including radiator fan drive and power steering as applicable.
Transmission cooler

SERIAL NUMBERS

Upon delivery of each bus, the Contractor shall provide a complete electronic list, using Microsoft Excel, of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to:

- a. engines
- b. transmission/electric drive
- c. alternator
- d. starter
- e. air compressor
- f. coolant heater

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the CTA prior to delivery of the first overhauled bus.

EXTENSION OF WARRANTY

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

VOIDING OF WARRANTY

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence or an accident or repairs. The warranty also shall be void if the CTA fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the OEM maintenance manuals and if that omission caused the part or component failure. The CTA shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

EXCEPTIONS AND ADDITIONS TO WARRANTY

The warranty shall not apply to the following items:

- a. scheduled maintenance items
- b. normal wear-out items
- c. items furnished by the CTA

SUPERIOR WARRANTY

The Contractor shall pass on to the CTA any warranty offered by a component supplier that is superior to that required herein. The Contractor shall provide a list to the CTA noting the conditions and limitations of the Superior Warranty not later than the start of production. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PASS-THROUGH WARRANTY

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver. Contractor shall state in writing that the CTA's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Chicago Transit Authority to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the CTA. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

FLEET DEFECTS

~~A 'Fleet Defect' is defined as cumulative failures of any kind in the same components in the same or similar application where such items are covered by the warranty and such failures occur during the warranty period in the specified proportion of the buses under this Contract. For a failure of a component provided under the "Overhaul" program on the CTA, New Flyer, 1000 Series Bus of a quantity of buses returned to revenue service in excess of 50 buses, the 'fleet defect' shall be applicable on failures exceeding twenty (20) percent.~~

~~The Contractor shall correct a "Fleet Defect" under the warranty provisions defined in "Repair Procedures, Page SC-23." After correcting the defect, the CTA and the Contractor shall mutually agree to and the Contractor shall promptly undertake the complete a work program reasonably designed to prevent the occurrence of the same defect in all CTA, New Flyer, 1000 Series Buses overhauled under this Contract. Where the specific defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of such component on all of the buses "Overhauled" under this Contract via a mutually agreed arrangement.~~

~~If the 'fleet defect' occurs on a major component wherein the 'structural integrity' of the Bus may be compromised as determined by the CTA, the 'warranty period' for all "Overhauled" buses shall return to day one upon the repair, replacement or change to all such components and run for an additional twelve (12) month period.~~

REPAIR PROCEDURES

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the CTA will allow the Contractor or its designated representative to perform such Work. At its discretion, the Chicago Transit Authority may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

REPAIRS BY THE CONTRACTOR

If the Chicago Transit Authority detects a defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a defect from the CTA. The CTA shall make the bus available to complete repairs timely with the Contractor's repair schedule.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

REPAIRS BY THE CONTRACTOR(continued)

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the CTA's option, the Contractor may be required to remove the bus from the CTA's property while repairs are being affected. If the bus is removed from the CTA's property, repair procedures must be diligently pursued by the Contractor's representative.

REPAIRS BY THE CHICAGO TRANSIT AUTHORITY

If the CTA performs the warranty-covered repairs, it shall correct or repair the defect and any related defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the CTA may use Contractor-specified parts available from its own stock if deemed in its best interests.

The CTA may require that the Contractor supply parts for warranty-covered repairs being performed by the CTA. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the CTA from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a CTA handling charge.

DEFECTIVE COMPONENT RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant within five (5) days of the receipt claim. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the "Warranty Processing Procedures, Page SC-27".

FAILURE ANALYSIS

The Contractor shall, upon specific request of the CTA, provide a failure analysis of ~~Fleet Defect~~ or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS

The CTA shall be reimbursed by the Contractor for labor. The amount shall be determined by the Chicago Transit Authority for a qualified mechanic at a straight time wage rate of \$127.51 per hour, which includes fringe benefits and overhead adjusted for the CTA's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the CTA's service garage at the time the Defect correction is made. If the straight time wage rate increases during the contract period, then those rates will apply.

REIMBURSEMENT FOR PARTS

The CTA shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus eighteen and one half (18.5) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to CTA. If the handling cost percent increases during the contract period, then that percentage will apply.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

REIMBURSEMENT REQUIREMENTS

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the CTA submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The CTA may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the CTA with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor, Page SC-25."

~~If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected,~~ The item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the CTA.

WARRANTY PROCESSING PROCEDURES

The following list represents requirements by the Contractor to the CTA for processing warranty claims. One failure per bus per claim is allowed.

- a. total vehicle life mileage at time of repair
- b. date of failure/repair
- c. CTA item number and description
- d. component serial number
- e. description of failure
- f. all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

FORMS

The CTA's forms will be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and CTA.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

RETURN PARTS

When returning defective parts to the Contractor, the CTA shall tag each part with the following:

- a. bus number and VIN
- b. claim number
- c. part number
- d. serial number (if available)

TIMEFRAME

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

REIMBURSEMENTS

Reimbursements are to be transmitted to the following address:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661-1498

Attn.: Treasury Cashier Facility

CTA INSPECTION

The CTA Representative and/or Inspector shall inspect each mid-life "Overhaul Bus" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor pursuant to accepting the Bus for revenue service. Each mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and accepted by the CTA may be invoiced in accordance with the price(s) listed on the Proposal Page (P-1) under the Payment terms defined herein or as stipulated by the CTA, whichever is most favorable to the CTA. Any mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and determined to be unacceptable by CTA shall be re-worked and completed within a reasonable period of time after such rejection. The re-work of an unacceptable bus shall not be counted in the number of installations as per the "Float Schedule, Page SC-9".

PAYMENT

Payments will be made in accordance with the terms of this Contract (Net 30 days) and/or Contractor's invoice(s), whichever is most favorable to the CTA. Payment date(s) shall be calculated from receipt of invoice or final acceptance of goods or service, whichever is later.

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.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PROMPT PAYMENT TO SUBCONTRACTORS(continued)

- 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.

BASIS OF CONTRACT AWARD

If awarded, Contract shall be made to the lowest responsive and responsible bidder. Bids will be evaluated on the basis of the lowest fixed price per kit and lowest fixed price per corresponding labor on Price Proposal Pages P-1 & P-2 through P3.

CTA reserves the right to award a contract for all items on Price Proposal Pages P-1 & P-2 through P3 or individual contracts on the basis of total fixed price for any combination of BOM line items with corresponding labor, such as but not limited to:

- . BOM 1,2,3,4,8 and 10 with corresponding labor for each.
- . BOM 1,2,4,8,9 and 10 with corresponding labor for each.
- . BOM 5 and 6/7 with corresponding labor for each.

Also, CTA reserves the right to award individual contracts for each BOM with or without corresponding labor component.

DOCUMENT PREPARATION

One (1) copy of this bid package is included. A copy shall be returned in its entirety with original signatures. It is not intended that this document be taken apart. Handwritten proposals are acceptable. If you disassemble the packages for duplicating purposes, take special precaution to reassemble the pages in order, and include all pages as they were originally bound.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CONTRACTUAL AUTHORITY

This Contract shall, under no circumstances grant Contractor exclusivity for providing the items and/or services as specified in this Contract and/or added during the term of this Contract. In addition, this Contract shall not prejudice the right of the CTA to seek competitive bids on such items and/or service, which cannot be provided by the Contractor in an expedited manner that are required to meet CTA needs to maintain service to the riding public during the term of this Contract that have been found to be available from alternate acceptable sources. If items are determined to be available from other sources (not identified as an O.E.M. maintenance and repair part and/or an approved equal part), such items may be purchased at will to meet CTA immediate needs and subsequently obtained through appropriate CTA procurement procedures, as applicable.

PROPRIETARY INFORMATION

All CTA specifications, drawings, blueprints, Photostats and all other information furnished to the Contractor in connection with this Order are and shall remain the property of the CTA. Contractor will keep the same confidential and will not use or reproduce the same except for the performance of this Order, and on completion or termination of this Order or upon the written demand of the CTA, Contractor shall return same. CTA reserves the right to withhold final payment until such return is made.

APPROVED MANUFACTURER

The manufacturer and/or supplier currently listed hereinafter for any part contained within a sub-kit, along with the applicable manufacturer part number, if any, is the **ONLY** approved or recommended manufacturer or supplier for the item(s) listed in this Section of the Special Conditions and further referenced within the Detailed Specification № CTA 9985-40 9985-42B 9985-12C.

It shall be the Bidders total responsibility to provide the actual approved part number as referenced in Special Conditions Page(s) (SC-10 to SC-23) of this solicitation. These sheets are to be included in the bid package.

SUPERSEDED PART NUMBERS

If the manufacturer's part number (as listed in the SC -10 to SC - 23, Approved Manufacturer) is determined to be incorrect and/or the 'part number' has been superseded by an updated or new part number, the Bidder must provide the correct/updated information in the space(s) indicated on the Special Conditions Page(s) (SC-10 to SC-23) and indicate such change accordingly. CTA has the option and right to verify all superseded manufacturer part number(s). The CTA will not automatically approve and/or accept superseded manufacturer part numbers listed in the Price Proposal(s).

Acceptance and/or rejection of any superseded part number is subject to proper review and approval by Technical Services- Bus.

Each part, item, component or assembly which has a superseded part number WILL NOT be automatically accepted or approved by the CTA. All superseded part numbers are subject to a 'first issue' inspection which may be conducted by CTA, Quality Control. If a superseded part number has been accepted and approved after review by Quality Control, its 'new manufacturer part number' reference will be added to the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

SUPERSEDED PART NUMBERS(continued)

If such an item has been judged to be unacceptable by appropriate Quality Control personnel and/or Technical Services - Bus, as appropriate, the superseded part number WILL NOT be included as part of the referenced Contract.

Any manufacturer part number superseded during the term of this Contract, MUST BE submitted to the Manager, Technical Services - Bus prior to shipment under this Contract. If, after inspection and evaluation, the superseded part number is approved, the superseded part number will be added to the Contract and Contractor shall ship any remaining balance due to the CTA. Any shipment of an item for inspection and/or subsequent return to the Contractor after disapproval is the responsibility of the Contractor.

TERMINATION FOR DEFAULT

CTA may, by written notice of default to the Contractor, terminate the whole or any part of this Contract 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 if the Contractor fails to perform any of the other provisions of the 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 10 (ten) days (or such longer period as the Purchasing Manager or designee may authorize in writing) after receipt of notice from the Purchasing Manager or designee specifying such failure.

In the event that CTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CTA shall not limit Procuring Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, CTA may procure, upon such terms and in such manner as the Purchasing Manager or designee may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to CTA for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by CTA shall be at the Contract price. CTA may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Purchasing Manager or designee determines to be necessary to protect CTA against loss because of outstanding liens or claims of former lien holders.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

TERMINATION FOR DEFAULT(continued)

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CTA.

The rights and remedies of CTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

COMPLIANCE WITH LAWS, REGULATIONS AND CODES

If any part of this Specification shall be at date of issue, or shall later become, in non-conformity with current or future City, County, State and Federal Laws and/or Codes or Regulations, because of material or requirements specified herein, the 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 [5] years after completion of this Contract.

SUBSTITUTION AND/OR CHANGE OF PARTS BY THE CTA

CTA shall have the exclusive right during the term of this Contract to substitute, remove and/or change particular parts numbers within each of the sub-kits. Such change, removal and/or change shall be warranted by the fact it has been determined by appropriate CTA Representatives the parts have been; 1) included in a sub-kit incorrectly, 2) the wrong part number was included in the sub-kit and should be different, and; 3) the quantity required as listed I the sub-kit is incorrect. If it has been determined one of the aforementioned conditions occur, CTA and Contractor will resolve the issue to the satisfaction of both parties.

WAIVER

A waiver by the CTA of a breach of any provision hereof by Contractor or CTA failure to insist on strict performance or observance by Contractor of any provision of this Contract or CTA's rights in any one or more instances, shall not constitute a waiver by CTA in any other instance.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CTA CHANGES

Any proposed change in this Contract shall be submitted to the Chicago Transit Authority for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

A. Right to Change Services.

The CTA may at any time or from time to time, order additions, deletions, or revisions to the Work. If the Contractor does not have written authorization from the CTA to proceed with Changed Work, then the Contractor will not be compensated for any Changed Work.

All Changed Work must be executed under applicable conditions of the Contract Documents. It is agreed by the Contractor that any change resulting in Changed Work will be paid for items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of a Change Order.

In the event of a decrease in the Work, the CTA will not pay for lost or anticipated profits resulting from partial or complete deletions of the Work and an equitable decrease of the Total Contract Price and Schedule will be made to reflect the terms of the Change Order as determined by the CTA.

B. Proposed Changes in Work.

The process for Changed Work is as follows. Bus Engineering will request the Contractor to submit a proposal for Changed Work. The Contractor shall submit a proposal within sixty (60) days after receipt of the Engineer's request or such shorter time as the Engineer may set forth in the request for Changed Work.

In the alternative, if the Contractor chooses to propose Changed Work, the Contractor must submit notice of such request to the CTA for its prior written approval. The CTA may choose to request Contractor to submit a Proposal within a specified time period after receiving Contractor's notice.

The Contractor's proposal shall set forth any changes to the Total Contract Price and Contract Time, in the opinion of the Contractor, to perform the Changed Work. The CTA may or may not choose to authorize the Contractor to perform the Changed Work as identified in the Proposal.

1. Proceed Orders and Change Orders.

Proceed Order - If the CTA orders Changed Work, and the Contractor and the CTA agree on an adjustment, if any, to the Total Contract Price, Contract Time, and/or Technical Specifications, the CTA will issue a Proceed Order. The General Manager, Purchasing agreement to an adjustment under this Section is subject to final approval as required by the CTA's ordinances, regulations, and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Contractor to proceed with the Changed Work for which the Contractor and the General Manager, Purchasing propose in writing an adjustment in price, time and/or Technical Specifications, if applicable.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CTA CHANGES(continued)

Proceed Orders will not entitle the Contractor to compensation or any other adjustment to the Technical Specifications until the Proceed Order is incorporated into a Change Order(s).

2. Change Order - The CTA may issue a Change Order as authorization for the Changed Work and/or for payment or time extension, or both. The CTA may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Work to be performed under the Contract or Work performed in accordance with previously authorized Proceed Orders. The Contractor cannot be compensated for any Work authorized through a Proceed Order until a Change Order is executed.
3. Directive Order - If the CTA orders Changed Work, and the Contractor and the CTA have not agreed on an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, the General Manager, Purchasing will issue a Directive Order directing Contractor to perform the Changed Work. The General Manager, Purchasing, may determine an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, for the Changed Work. The decision of the General Manager, Purchasing, will be final and binding, subject only to DISPUTES. The Contractor shall perform the Changed Work as directed in the Directive Order. The Contractor's refusal or failure to proceed promptly with the Changed Work as directed shall constitute an event of default.

SUSPENSION OF WORK

The Chicago Transit CTA may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the CTA.

The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

EXCUSABLE DELAYS/FORCE MAJEURE

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the CTA or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the CTA subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the CTA as described below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The CTA reserves the right to rescind or shorten any extension previously granted, if subsequently the CTA determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the CTA will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the CTA within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the CTA within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The CTA shall make its determination within thirty (30) calendar days after receipt of the application.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by the CTA in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the CTA. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- a. Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the CTA in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the CTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- e. Transfer title to the CTA and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or un-fabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the CTA.
- f. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the CTA to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- g. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- h. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the CTA has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CTA to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Chicago Transit Authority" shall be substituted in lieu thereof.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DISPUTES

Any dispute concerning a question of fact arising under the Contract Documents that is not resolved by an agreement between the CTA and the Contractor will be decided by the General Manager of Purchasing. The General Manager of Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor.

The decision of the General Manager of Purchasing will be final and binding on the Contractor unless, within thirty (30) days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the CTA's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Contractor unless the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Contractor waives all right to seek judicial review. Nothing in this relieves the Contractor from diligently proceeding with the Work under the Contract, as directed by the CTA.

OBLIGATION TO COMPLY WITH STATE AND FEDERAL LAW AND REGULATIONS AND CHANGES

The Contractor must at all times comply with all applicable IDOT, RTA and FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (18) dated October 2011 between the Authority and FTA, and any agreements between IDOT and RTA and RTA and CTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply will constitute a material.

CHANGES OF LAW

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Chicago Transit Authority and the Contractor and the final Contract price will be adjusted upwards or downwards to reflect such changes in Law, provided however, that no such price adjustment will be made for existing laws and regulations which include effective dates after the Proposal Due Date. Any such price adjustment is subject to audit.

GOVERNING LAW AND CHOICE OF FORUM

The Contractor hereby irrevocably submits to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

GENERAL NONDISCRIMINATION CLAUSE

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

CONFLICTS OF INTEREST

No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Work or the carrying out of the Work to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

In accordance with 41 USC § 22, the Contractor agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising here from.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and subcontractors presently have no interest and must not acquire any interest, direct or indirect, in the Work to which this Contract pertains, which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest must be employed by the Contractor.

The Contractor is prohibited from performing any work or services for the Authority under this contract that conflict with work or services that the Contractor performs under any other contract with the Authority. Such conflicts include, but are not limited to, design work for the Project under another contract, supervision or management for the Project under another contract, and review or audit work for the Project under another contract. The restrictions in this paragraph are applicable to all subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the CTA is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the CTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department Transportation, the State of Illinois or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS(continued)

Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, *including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.*

2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the CTA shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data. Lines 2 to end of paragraph are off by one space on the left margin.

The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

NOTE: FTA does not require contractors to flow down these requirements to Subcontractors.

AMENDMENT

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the CTA and Contractor, and specifically referencing this Contract.

WAIVER

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

REMEDIES NOT EXCLUSIVE

The rights and remedies of the CTA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

COUNTERPARTS

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

CTA ETHICS ORDINANCE

The Contractor must comply with the CTA's Ethics Ordinance posted on CTA's website at http://www.transitchicago.com/assets/1/procurement/ethics_code_2009.pdf, the provisions of which are hereby incorporated into this Contract. The Contractor agrees that, any Contract negotiated, entered into, or performed in violation of the Ethics Ordinance must be void as to the CTA.

SEVERABILITY

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

THIRD-PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

ASSIGNMENT OF CONTRACT

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

INDEPENDENT PARTIES

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the CTA.

INTELLECTUAL PROPERTY INDEMNIFICATION

The Chicago Transit Authority shall advise the Contractor of any claim or impending patent suit related to this Contract against the Chicago Transit Authority and provide all information available. The Contractor shall defend any claim suit or proceeding brought against the Chicago Transit Authority based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all Chicago Transit Authority damages and costs resulting therefrom, excluding incidental and consequential damages. In case said equipment, or any part thereof, is in such suit claimed to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Chicago Transit Authority the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DATA RIGHTS**Proprietary Rights/Rights in Data**

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- a. Shop drawings and working drawings
- b. Technical data including manuals or instruction materials, computer or microprocessor software
- c. Patented materials, equipment, devices or processes
- d. License requirements

The Chicago Transit Authority shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the Chicago Transit Authority to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Chicago Transit Authority has the right to reverse engineer patented parts and software.

The Chicago Transit Authority reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

ACCESS TO ONBOARD OPERATIONAL DATA

The Chicago Transit Authority grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

ASSURANCE OF COMPLIANCE WITH 49 CFR PART 26

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.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CONFIDENTIAL INFORMATION

The Chicago Transit Authority shall employ sound business practices no less diligent than those used for the Chicago Transit Authority's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in, Illinois laws, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Chicago Transit Authority in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

PARTS AVAILABILITY GUARANTEE

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least twelve (12) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Chicago Transit Authority are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Chicago Transit Authority, within eight (8) hours of the Chicago Transit Authority's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Chicago Transit Authority are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Chicago Transit Authority, within seven (7) days of the Chicago Transit Authority's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority. The Contractor's design and manufacturing documentation provided to the Chicago Transit Authority shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - a. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Chicago Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
5. Payrolls and basic records. (I) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT(continued)

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A Proposer must submit to the Authority the appropriate Buy America certification with all Proposals or bids on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

OBLIGATION TO COMPLY WITH THE INSPECTOR GENERAL ORDINANCE

The Contractor agrees to comply with all of the requirements of CTA's Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Contract to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Contractor agrees to cooperate fully and expeditiously with the CTA's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subcontractors of the Contractor.

SURVIVAL

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the CTA may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- a. "Intellectual Property Indemnification"
- b. "Data Rights"
- c. "Indemnification"
- d. "Governing Law and Choice of Forum"
- e. "Disputes"
- f. "Confidential Information"
- g. "Parts Availability Guarantee"
- h. "Access to Records"

AUTHORITY PROPOSAL PROTEST PROCEDURE

CTA's protest procedures for all RFPs, IFBs and LIQs are available on-line in Chapter 15 of the following document:

[http://www.transitchicago.com/assets/1/procurement/Procurement_Poliy_and_Procedures_Versions_2_1_\(3_8_12\).pdf](http://www.transitchicago.com/assets/1/procurement/Procurement_Poliy_and_Procedures_Versions_2_1_(3_8_12).pdf)

Any protest regarding the solicitation, evaluation or award must be submitted in accordance with these protest procedures.

DAMAGES

CTA shall in no event be liable to Contractor for special, contingent or consequential damages.

CHICAGO TRANSIT AUTHORITY
DETAILED SPECIFICATION
FOR
OVERHAUL KITS AND/OR SERVICE OF THE 1000 THRU 1429
SERIES BUSES

SPECIFICATION NO. 9985-12C

1. SCOPE

- 1.1 This specification details the requirements for a contractor to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 series bus numbers 1000 thru 1429 New Flyer LFS 40 ft model buses. Bus 1005 is the prototype for this overhaul and will not be included.
- 1.2 The CTA's 1000-series buses are equipped with Cummins ISM06 CM875 model year diesel engines. If overhaul services are required, the Contractor shall remove and replace existing engine(s) with Cummins Recon® Brand remanufactured or brand new Cummins ISM06 engine(s). In addition, the ZF 6HP592C transmission shall be removed and replaced with an identical ZF Industries, Inc. authorized rebuilt transmission(s).
- 1.3 The contractor shall use and/or supply for this overhaul program the following eight (8) component kits:
- Kit one (BOM-001) shall include the engine package;
 - Kit two (BOM-002) shall include air system, HVAC, auxiliary heater, additional engine parts and electrical parts;
 - Kit three (BOM-003) shall include radiator parts;
 - Kit four (BOM-004) shall include a Diesel Particulate Filter (DPF) retrofit kit;
 - Kit five (BOM-005) shall include all suspension, body, ramp, entrance and exit door, and driveshaft access door parts;
 - Kit six (BOM-006) shall include seat insert parts;
 - Kit seven (BOM-007) shall include seat insert parts;
 - Kit eight (BOM-008) shall include additional air system, HVAC and electrical parts;
 - Kit nine (BOM-009) shall include EMP Mini Hybrid MH8 installation kit;
 - Kit ten (BOM-010) shall include all components and parts to replace Clever Devices IVN2 with IVN4, upgrade the TCH and ODK with new;
 - Kit eleven (BOM-011) shall include all components and parts to retrofit bus dome lamps to LED.

The CTA reserves the right to purchase any combination and quantity of overhaul kits required during the duration of the contract.

1. **SCOPE (Cont.)**

- 1.4 A complete repair/overhaul shall include; but not be limited to, removal and replacement of engine package, auxiliary heater, air system parts, suspension parts, ramp, entrance and exit door parts and HVAC parts. It shall also include a new radiator assembly and DPF retrofit kit.
- 1.4.1 The Contractor shall return vehicles completely repaired in compliance with this specification.
- 1.4.2 Notwithstanding the statements in this specification, the Contractor shall be held responsible for the repair and overhaul of the vehicles in a workmanlike and professional manner. All parts and assemblies must fit and function properly after installation.

2. **OVERHAUL SERVICE**

- 2.1 The contractor shall supply all labor and parts, if awarded. ALL PARTS SHALL BE NEW, OEM, UNLESS OTHERWISE SPECIFIED AS REMANUFACTURED, OR APPROVED EQUAL, AUTHORIZED BY CTA.
- 2.2 Hardware: Contractor shall supply all screws, bolts, nuts, washers and other types of fasteners used in the overhaul kits and/or service. All Hardware must be new and of proper size to ensure permanent fastening. All fasteners shall be zinc or cadmium plated or phosphate coated to prevent corrosion.
- 2.2.1 All bolts and nuts supplied shall be SAE Grade 8 or metric 10.9 only (unless specified otherwise).
- 2.3 The word "new" as used throughout this document shall be understood to mean a component or assembly that has not been previously used. The phrase 1000-series New Flyer shall be understood to mean bus numbers 1000 thru 1429.
- 2.4 Contractor is referred to the lists of parts/kits at the end of this specification marked as BOM-001, 002, 003, 004, 005, 006, 007 and 008 in the Special Conditions. Each BOM table list shows the item description, part number and item usage per bus on that specific system being overhauled.
- 2.5 The CTA reserves the right to add or delete part numbers as required.
- 2.6 The Contractor shall provide a secured area for the storage of parts furnished by or being returned to Chicago Transit Authority. Disposition of parts shall be made by CTA.

3. **OVERHAUL KITS**

- 3.1 If awarded, the contractor shall supply as requested overhaul parts/kits at the end of this specification marked as BOM-001, 002, 003, 004, 005, 006, 007 and 008 in the Special Conditions. Each BOM table list shows the item description, part number and item quantity per kit.
- 3.2 **ALL PARTS SHALL BE NEW, OEM, UNLESS OTHERWISE SPECIFIED AS REMANUFACTURED, OR APPROVED EQUAL, AUTHORIZED BY CTA.**
- 3.3 All repair kits shall be delivered to Chicago Transit Authority's South Shop facility or third party specified by the CTA in their original manufactures container.
- 3.4 Parts must be identified as OEM parts or CTA approved equals with the company's logo and part number on the individual parts or packaging.
- 3.5 A distributor supplying unmarked parts must provide authorized documentation with each order stating that these parts are genuine OEM or CTA approved equal parts. This documentation shall be on the manufacturer's letterhead, executed at the corporate level, and state the manufacturer will honor all warranties and product support as required for the item(s) supplied.
- 3.6 Deviations in the parts specified in the Contract Documents will not be accepted unless previously approved in writing by the CTA.
- 3.7 All kits provided shall be packaged in the original manufacturer's packaging, whenever possible, for kit identification and to prevent damage, distortion or other defects which may occur during shipping. All kits shall be labeled with the proper CTA item number and include a packing slip listing the quantity, description, and part number of each item supplied in the box.
 - 3.7.1 All sub-kits within main kits called for in the BOM's shall be individually packaged within each main kits box, packed in separate packaging, and labeled in accordance with 3.7.

4. **GENERAL REQUIREMENTS FOR OVERHAUL SERVICE**

- 4.1 Contractor and/or Sub-contractor providing Recon® or Cummins ISM06 CM875 engine must be an Authorized Cummins Corporation Dealer or Distributor.
- 4.2 Contractor or its sub-contractor shall have sufficient plant capacity, machines, tooling, shop equipment and skilled labor to perform all work stated in this specification.
- 4.3 The CTA reserves the right to conduct an on-site visit to inspect the shop and facility of the Contractor, or its sub-contractors, as necessary to determine compliance and/or conformance to this specification requirement.

4. **GENERAL REQUIREMENTS FOR OVERHAUL SERVICE (Cont.)**

- 4.4 The entire interior area of the completed bus shall be thoroughly cleaned before delivery of the bus, so that it could be placed into immediate revenue service without delay. Any visible graffiti in the bus interior shall be completely removed.
- 4.5 All inside lighting fixtures and lenses shall be thoroughly cleaned. Any parts that need to be replaced shall be referred to the CTA inspector for disposition.
- 4.6 It is intended that the work be carried-out to completion with the utmost speed consistent with good workmanship.
- 4.7 CTA will provide to Contractor up to ten (10) twelve (12) buses to be used as floats for the duration of the contract.
- 4.8 Contractor shall perform all repair work at a shop within a fifty (50) mile radius of the intersection of Madison and State Street, Chicago, Illinois. CTA personnel shall transport the buses for repair work to the Contractor's repair facilities. The Contractor shall be liable for additional transportation charges for towing a bus; using a flatbed, if their repair facilities exceed the fifty (50) mile radius. Refer to the special conditions section of the contract documents for additional information.
- 4.9 Pre-award questions or any issue thereof regarding this contract and the specification shall be directed to the CTA's Procurement Administrator listed on the cover of the Contract Document.
- 4.10 After award of contract and during the bus overhaul period all questions regarding any parts or technical information required in this contract shall be directed to the Project Manager, 7801 S. Vincennes Ave., Chicago, Illinois 60620, tel. no. (773) 874-7100, ext 7224.
- 4.11 All buses leaving CTA property under this bus overhaul contract shall have a Shop Work Order, which identifies the overall condition of each bus. In certain cases, the Work Order will identify certain conditions (e.g. component repair or replacement, other than non-functional system, etc.) that may exist on the bus that are important to the Contractor prior to initiating the complete overhaul of the bus.
- 4.12 CTA's resident inspector(s) shall be stationed at the Contractor's or subcontractor's facility for the entire duration of the contract to ensure specification compliance and to resolve any issues pertaining to parts that are questionable as to whether it needs replacement or not.
- 4.13 If the Contractor discovers discrepancies not covered under this specification, they are to immediately notify the Contract Officer. The Contract Officer will ascertain if such discrepancies are necessary or required to be repaired under this contract and request Contractor to provide a detailed estimate of such repair.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE (Cont.)

- 4.14 Contractor may be required to furnish information to the Project Manager, which may include, but shall not be limited to:
- a. Copy of pick-up/delivery record;
 - b. Engine, transmission, coolant heater, etc. serial numbers;
 - c. Complete parts list with OEM part numbers;
 - d. Copy of the billing invoice.
- 4.15 Contractor shall indicate in their proposal the location of the repair facility. Contractor shall indicate in their proposal the name and telephone number of a person, who can be contacted for service during CTA normal business hours. CTA business hours are from 7:00 A.M. to 3:30 P.M., Monday through Friday.
- 4.16 The contractor must also meet the following requirements:
- The understanding of the functionality and the ability to repair and diagnose the CAN line as it pertains to the engine package (engine and transmission), HVAC and coolant heater;
 - Interpret wiring diagrams and Ladder logic.

5. DETAIL REQUIREMENTS**5.1 Engine**

- 5.1.1 Replacement Parts (new)
- a. All applicable seals and gaskets;
 - b. All self-locking nuts, lock washers and locking fasteners;
 - c. All new filter elements shall be included and installed;
 - o The air filter shall be a CTA approved equal;
 - d. All premium grade silicone hoses refer to Detail Specification # CTA 4745. Silicone hoses shall be clamped at each end of the hose with new stainless steel constant torque clamps;
 - e. All hose clamps, Wiring wraps, clamps, bushings, fittings and insulators shall be replaced with new;
 - f. Air intake and CAC hoses (both sides);
 - g. Belts;
 - h. Air Compressor intake and discharge hose;
 - i. All parts designated as replacement if required shall be replaced with new;
 - j. Exhaust flex connector and clamps;
 - k. Charge air cooler
 - l. Hydraulic oil cooler.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.2 Contractor shall follow Cummins service manual for ISM06 CM875 model engine for removing, installing and adjusting all engine parts. Any deviations from these established procedures, clearances, tolerances, etc. contained therein shall not be permitted unless specifically stated in the specification or approved by the CTA inspector. Contractor shall refer to the Detail Specification No. 1060. For non engine related repairs the contractor shall refer to New Flyer maintenance manuals for SR1074, 1110, 1120 and 1126.
- 5.1.3 The engine manufacturing facility, processes, shop tools, equipment and calibration shall comply with the standards established by Cummins Corporation.
- 5.1.4 Each bus covered in this contract shall have its original Cummins ISM06 engine and ZF Industries transmission package removed and replaced with new and/or Cummins ISM Recon® remanufactured diesel engine and a rebuilt ZF Industries transmission. The engine package part number is Cummins #DR27071RXM280ZF ~~#DR27012RXM280ZF~~. The only exceptions are noted below.
- 5.1.5 The replacement engine shall be the latest Cummins ISM06 diesel engine, which incorporates all the latest modifications (mechanical or electronic system), and other engine modifications done by Cummins that the CTA is unaware of. The replacement engines shall be certified to be in compliance with the applicable EPA emissions guidelines.
- 5.1.6 Contractor shall only use the following fluids identified as CTA approved (attachment A):

Description	CTA L/N	Spec#
Engine Oil	1481042	2921
Trans Oil	1485309	1036
P/S Oil	1481099	2142
Anti Freeze	1464725	137
Aviation Fluid	1481041	399
Grease	1482030	22

- 5.1.7 All fluid lines and air piping shall be supported to prevent chafing damage, fatigue failures, and tension strain. Lines shall be secured with heavy-duty, stainless steel, full silicone rubber clamps. All flexible lines shall be as short as practicable. Flexible hoses and fluid lines shall not touch one another, or any part of the bus.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.8 Wiring harnesses are to be properly routed and supported using full silicone rubber insulated P clamps. TY-RAPS® shall only be used to group or "bundle" the wiring but not for support.
- 5.1.9 Contractor shall drain and remove the radiator/CAC/oil cooler assembly. A new radiator/CAC/oil cooler assembly shall be installed. A new Fleetguard coolant conditioner shall be installed. A new coolant overflow bottle shall be installed. If original radiator design is used (attachment B) refer to CTA drawing S1-1765 for the brackets needed to mount the overflow bottle. Refill the coolant system with new anti-freeze as detailed in the latest version of CTA's Detailed Specification 137. Contractor shall follow latest Cummins and New Flyers procedure for refilling and pressure checking the coolant system.
- 5.1.10 EMP Mini Hybrid MH8 (Option)
- 5.1.10.1 CTA has the option for the contractor to install an EMP "miniHybrid" on CTA buses numbers 1000-1429, excluding bus 1005. EMP's miniHybrid system is an 8-fan thermal kit that replaces the existing mechanically driven hydraulic cooling system, BOM-009. This system has been tested to show improve horsepower, fuel economy, eliminate engine downtime and reduce the risk of thermal events. The system includes (but is not limited to):
- New power steering pump;
 - For vehicles with a ZF transmission, a bypass water pump;
 - Radiator/CAC;
 - Electric fans and controllers;
 - Associated hardware, piping, clamps, hoses, and brackets;
- 5.1.10.2 The mini hybrid system will use the current Niehoff alternator installed with the engine package. The hydraulic reservoir currently installed on the CTA 40' ft. buses shall be incorporated with EMP's new power steering pump system. Modification of existing part is not acceptable.
- 5.1.10.3 If CTA has installed AGM batteries, the voltage regulator shall be set at 29 volts.
- 5.1.10.4 EMP shall provide hardware and software to diagnosis the EMP system to CTA. In addition, the manufacturer shall interface with Clever Devices AVM system. It is the manufacturer's responsibility to obtain AVM certification from Clever. This includes but not limited to all hardware and software.
- 5.1.10.5 EMP shall provide all installation procedures, wiring diagrams and maintenance manuals for the installation.

5. **DETAIL REQUIREMENTS (Cont.)**

- 5.1.10.6 A pre-bid meeting/inspection will be scheduled at the Bus Heavy Maintenance Shop to familiarize potential Contractors with the EMP miniHybrid system, components, and installation package. Arrangements for Pre-Bid meeting/inspection shall be made through the Procurement Administrator listed on the front page of the Contract Document.
- 5.1.10.7 Refill the coolant system with new anti-freeze as detailed in the latest version of CTA's Detailed Specification 137. Contractor shall follow latest Cummins and New Flyers TSIB 10-01, rev A procedure for refilling and pressure checking the coolant system (attachment B). A new Fleetguard coolant conditioner shall be installed.
- 5.1.11 Once all components are removed from the engine compartment the Contractor is required to clean the engine compartment of all grease and dirt and inspect the structure for cracks. CTA has seen cracking in the bus structure for the engine compartment. If cracking is found it shall be brought to the CTA inspector for disposition.
- 5.1.12 Contractor shall install a DPF system following the manufacture's installation instructions.
 - a. Contractor shall provide a separate identification tag (attached to the DPF), as well as an Installation Verification Record type form for each DPF installed on a bus to identify and track each DPF's warranty history. Forms shall be submitted to the Project Manager.
 - b. Contractor shall also provide to the Project Manager, a complete master list of the DPF serial numbers for those DPF's provided under this Contract. This list shall include, but not limited to: date of installation, bus number, engine serial number, back pressure test valve, DPF part number, and DPF serial number
 - c. For EPA and warranty purpose, installation of the DPF system shall be done by a certificated installer only.
- 5.1.12.1 The manufacturer supplying the aftermarket DPF (BOM-004) shall provide hardware and software to diagnosis DPF system to CTA. In addition, the manufacturer shall interface with Clever Devices AVM system. It is the manufacturer's responsibility to obtain AVM certification from Clever.
- 5.1.13 CTA is currently removing the Spinner filter, Contractor shall remove the Spinner filter, oil lines and air line if one is still installed on the vehicle. Once lines are removed, pipe plug fittings shall be used to plug lines.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.14 Contractor shall change all the hardware for both engine struts. Contractor shall follow New Flyer ITS 4656 (attachment C) for installation and adjusting the engine struts. CTA has seen structural cracking in the area of the A/C L-support bracket behind the curbside corner pillar. If cracking is found it shall be brought to the CTA inspector for disposition.

5.2 Transmission

- 5.2.1 The CTA's 1000-series buses are equipped with ZF transmissions. Contractor shall remove and replace each bus transmission covered in this contract with a completely remanufactured ZF or ZF authorized remanufactured transmission with an a new oil cooler. Contractor shall refer to the Detail Specification No. 5396 attached at the end of this document. The ZF transmission with cooler is included in the engine package. All clutch friction material and friction plates shall be replaced with new.
- 5.2.2 The CTA will provide the Contractor with at least four (4) units of either a completely rebuilt ZF transmission, or a combination of a rebuilt and core transmissions to be used as "float" units for the duration of the contract.
- 5.2.3 At the end of the contract period, Contractor shall return the "float" transmissions to the CTA as rebuilt transmission units.
- 5.2.4 A new ~~remanufactured~~ dynamically balanced propeller shaft with new universal joints shall be installed.

5.3 ProHeat Coolant Heater

- 5.3.1 The CTA's 1000-series buses are equipped with the ProHeat model M80 coolant heater.
- 5.3.2 Contractor shall remove and install a new ProHeat assembly. All new ProHeat assemblies shall have the validated software Rev level, TBD.
- 5.3.3 Contractor shall install a new 5 ply silicone elbow for the coolant heater water outlet.

5.4 HVAC System

- 5.4.1 The CTA's 1000-series buses are furnished with Thermo King model T11-M114 HVAC system. All repairs made to the HVAC system shall be made by a Thermo King certified technician. TK's service manual shall be followed for all repairs and adjustments.

5. DETAIL REQUIREMENTS (Cont.)

- 5.4.2 Contractor shall remove and replace the filter-drier with a new OEM filter-drier or CTA approved equal. To minimize the loss of refrigerant both hand valves shall be shut off prior to removal of the filter-dryer. Evacuate the filter-dryer and tubing between both hand valves. If the HVAC system is not working correctly or is in need of additional repair it shall be brought to the attention of the CTA inspector for disposition. The Thermo King configuration Rev level shall be checked and if not at the validated rev level "52V or 52Y" it shall be updated.
- 5.4.3 Contractor shall change all the parts included in TK's rebuild kit listed below:
1. Clutch Kit
 2. Clutch Seal Kit
 3. LPCO Switch
 4. HPCO Switch
 5. Discharge Temperature Switch
 6. Suction Transducer
 7. Evaporator Motor
 8. Discharge Transducer
 9. Water and Ambient Temperature Sensor
 10. Return Air Sensor
 11. Internal Seal
 12. Dust Seal for Nose Cone
 13. Condenser Motors
- 5.4.4 TK's rebuild kit includes a compressor acid kit to test the compressor oil. The compressor oil shall be tested first before any repair is started to the compressor. If the test fails or there are any other issues not covered in this specification, it shall be brought to the attention of the CTA inspector for disposition.
- 5.4.5 Contractor shall change the streetside and curbside heater blower assembly and the driver fan assembly. Also, the contractor shall change the front heater/defroster assembly.
- 5.4.6 Contractor shall change the evaporator motor, couplings and bushings. Parts are included in TK's repair kit. Contractor shall follow TK's procedure aligning the evaporator motor shaft and bushings.
- 5.4.7 Contractor shall follow CTA bulletin AS-26-482B (attachment D) for aligning and adjusting the AC compressor and belt tension.
- 5.4.8 Contractor shall grease the clutch bearing and both shaft bearings using Thermo King approved grease, CTA lot number 1485300.

5. DETAIL REQUIREMENTS (Cont.)

5.4.9 Each bus HVAC system shall then be checked and inspected per THERMO KING "ANNUAL BUS AIR CONDITIONING PREVENTIVE MAINTENANCE C INSPECTION" (attachment E). Contractor shall remove all debris from the condenser and evaporator coil and thoroughly clean both coils and all related parts in the rear HVAC unit following TK's procedure.

5.4.10 Contractor shall change the marine pump and solenoid valve assemblies.

5.5 Seat Inserts

5.5.1 Contractor shall remove and replace with new all seat inserts.

5.6 Suspension System

5.6.1 The bus suspension system shall be completely overhauled and a two wheel laser alignment shall be performed. All disassembled suspension component assemblies shall be put back together using new suspension hardware/fasteners.

5.6.2 Air Springs - The front and rear suspension air springs and mounting hardware shall be removed and replaced with new OEM air springs or CTA approved equal. All suspension fasteners shall use the inch system (Unified or American National Screw Threads), unless otherwise specified.

5.6.3 Upon completion of the air spring installation, the lower and upper mounting locations shall be checked/tested for air leakage using in-house air. No air leakage is permissible. If leakage is found on any of the air springs during the air leak test, the air spring shall be replaced. The system shall again be retested until a leak free system is established.

5.6.4 Contractor shall change all four suspension bumpers with new.

5.6.5 Leveling Valves - The front and rear air suspension leveling valves shall be removed and replaced with new OEM leveling valves, or CTA approved equal with new linkage. Note: The front and rear leveling valves are not interchangeable.

5.6.6 Radius Rods - The radius rods shall all be removed and inspected for bent tube(s), bushing bore cracks, and excessive bushing bore wear or elongation. Any radius rods with bushing bore elongation, cracks or deformation must be replaced with new OEM, or CTA approved equal. All rods with non-elongated bore(s) and no deformation or cracks could therefore be re-bushed with new OEM or CTA approved equal radius rod bushings and shall be reinstalled with associated new hardware. All new bushings shall be checked using a GO/NO-GO gauge provided by the CTA. Contractor shall also inspect the rear lower rod

5. DETAIL REQUIREMENTS (Cont.)**5.6.6 (Cont.)**

mounting pin using a GO/NO-GO gauge provided by the CTA and notify the CTA inspector if found defective.

5.6.7 Kneeling Valves – Contractor shall remove and install new kneeling valves and solenoid. New Flyer ITS 3555 (attachment F) shall be followed for the rear valve installation.

5.6.8 Access Panel Curbside Shock – Contractor shall modify the access to the curbside shock; refer to CTA drawing S3-578 (attachment G).

5.6.9 Drive Shaft Access Panel – Contractor shall install a drive shaft access panel following New Flyers procedure (attachment H).

5.6.10 Air Valves – Contractor shall remove and install new brake treadle, parking brake valve, emergency brake release valve, relay valve, quick release valve and all ABS regulating valves.

5.7 Entrance and Exit Doors

5.7.1 Contractor shall refurbish the entrance doors utilizing the Vapor parts kit included in BOM-005. The entrance doors shall be adjusted correctly using Vapors maintenance manual. Vapor has supplied a procedure (attachment I) that shall also be followed. Vapors entrance door kit includes:

1. Doors seals
2. Door bearings
3. Rod pivots
4. Retainer
5. Brushes
6. Roller
7. Engine assembly
8. Collar
9. Pin
10. Mounting bracket

5.7.2 Contractor shall refurbish the exit doors utilizing the Vapor parts kit included in BOM-005. The exit doors shall be adjusted correctly using Vapors maintenance manual and diagnostic software confirming no fault exceptions. Vapor has supplied a procedure (attachment J) that shall also be followed. Vapor exit door kit includes:

1. Door seals
2. Retainer
3. Cylinder & valve assembly

5. DETAIL REQUIREMENTS (Cont.)

5.7.2 (Cont.)

4. Spring
5. Conduit & plate assembly
6. Gasket
7. Label

5.8 Ramp

5.8.1 Contractor shall refurbish the ramp by utilizing the Ricon parts kit included in BOM-004. Refer to Ricon's Modification Instructions (attachment K) for additional installation instructions. Note: steps 16 through 20 do not apply to CTA installation. Ricon ramp kit includes:

1. Lifting strap
2. Bushing kit
3. Solenoid
4. Relay
5. Heater Kit
6. Hydraulic hoses
7. Pillow block bearings
8. Safetread
9. Arm assemblies
10. Scuff plate and support
11. Proximity switches

5.8.2 Contractor shall change all safetread following Ricon's procedure. Contractor shall use Ricon's recommended Primmer (3M Primmer 94) and edge sealer (3M Safety-Walk Brand Edge Sealing Compound) for install the safetread following Ricon's procedure (attachment L).

5.8.3 The ramp shall be cleaned of all debris including the trim pockets. Contractor shall inspect the ramp to ensure the drainage holes are cleaned and present. Refer to New Flyer ITS 3234 (attachment M). If the contractor finds loose or damaged ramp trim or the ECM not potted they shall notify the CTA inspector for disposition.

5.9 Electrical

5.9.1 Contractor shall remove and install a rebuilt or new alternator and belt. The rebuilding of the alternator shall follow CTA specification 7958.

5.9.2 Contractor shall remove GeoGuidance brake monitoring following the procedure provided by CTA (attachment N).

5. DETAIL REQUIREMENTS (Cont.)

- 5.9.3 Contractor shall change both low coolant sensors. The engine's low coolant sensor shall be changed from a two pin to three pin following CTA's procedure provided by CTA (attachment O).
- 5.9.4 Contractor shall replace the locking sliders on the radio box trays using New Flyer IST 3185 (attachment P).
- 5.9.5 Contractor shall replace the accelerator pedal, turn signal switches, dimmer switches and pressure & stop switches with new.
- 5.9.6 Contractor shall remove the rear Event Data Recorder (EDR) and mount it horizontally using stainless steel rivnut and mounting hardware. Contractor shall use a template to mount the rear EDR in its new location referencing CTA drawing number S1-1766 (attachment Q).
- 5.9.7 The CTA's 1000 series buses are equipped with Clever Devices Intelligent Vehicle Network (IVN2) system. Contractor shall remove Clever Devices IVN2 and Transit Control Head (TCH) and install a new IVN4 and TCH/DVI, refer to BOM-010 for replacement kit part number, BOM-010. In addition, the ODK shall be removed and a new ODK4 shall be installed. All hardware, brackets, harness and cables shall be included to interface this new equipment with the current bus configuration. Clever Devices shall provide installation instructions and training. The removed INV2, TCH and ODK shall be returned to CTA. Total replacement kits 429.
- 5.9.7.1 Contractor shall deliver 21 additional IVN2 replacement kits to CTA for bus1005 and the 800 and 900 series New Flyer buses.
- 5.9.8 Contractor shall supply retrofit kits to convert interior dome lamps to LED. The minimum color temperature shall be 5000K using the Kelvin color scale. Each bus kit shall have the same bin rating to ensure color consistency per ANSI C78.377A (latest revision). Bin rating for all kits shall be controlled to a tight range. Contractor shall provide CTA bin ratings used for all kits. Retrofit kits shall include, but not limited to, LED lamps (tubes), drivers, supports, lenses and wire connectors, refer to BOM-011for retrofit kit part numbers. Contractor shall provide installation instructions and onsite training. Total retrofit kits 450.
- 5.10 Bus Body
- 5.10.1 Window vandal shields shall be inspected for damage and replaced as necessary.
- 5.10.2 Vendor shall change the bike ramp pivot plate assembly with new.

5. DETAIL REQUIREMENTS (Cont.)

5.11 Paint

5.11.1 Contractor shall repaint the entire exterior body of the bus, except the roof, with the original paint color scheme.

5.11.2 Before any paint application, the surfaces to be painted shall be properly prepared by washing or wiping the surface with an appropriate solvent. The painted surfaces are to be sanded to provide excellent paint adhesion of the topcoat. Care shall be taken that all hidden surfaces and crevices are thoroughly painted. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:

- A. Blisters or bubbles appearing in the topcoat film.
- B. Chips, scratches, or gouges of the surface finish.
- C. Cracks in the paint film.
- D. Craters where paint failed to cover due to surface contamination.
- E. Overspray.
- F. Peeling
- G. Runs or sags from excessive flow and failure to adhere uniformly to the surface.
- H. Chemical stains and water spots.

5.11.3 To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents. Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals.

5.11.4 Paint for the exterior of the bus be polyurethane automotive type or equal and shall match the following colors:

Color	CTA Lot No.	VALSPAR p/n
White	3540097	327 W 1916
Grey	3540096	327 N 1728
Black	3540095	327 K 090

Red Stripe, Blue Stripe, Logos and Numbers shall be reflective decal type, 3M Image Graphics Ruby Red 580-82 and Blue 580-75 or equal.

5.11.5 All old CTA logos and decals on all sides of the bus shall be removed and replaced with new logos and decals. CTA will furnish samples of all logos to the contractor.

5. **DETAIL REQUIREMENTS (Cont.)**

- 5.11.6 All old bus numbers located on all four sides shall be removed and replaced with a new identical bus number, size and color. Bus numbers located on the all four sides of the bus shall be reflective vinyl.

6. **MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS)**

- 6.1 If and when applicable, contractor personnel shall be required to utilize the CTA's Maintenance Management Information System (MMIS) in order to track and record any service or repair work done in or out of warranty on a CTA vehicle. If and when applicable, contractor personnel shall be required to access the MMIS system on a daily basis to identify and schedule any service, repair, or warranty work, as well as for any data entry or data maintenance work. If requested by the CTA, the contractor shall provide on a monthly basis, unless directed otherwise by the CTA due to a special situation, an Excel compatible spreadsheet detailing the nature of any work performed by the contractor on a CTA vehicle, including, but not necessarily limited to, an itemized cost of the work performed and any parts and their associated part numbers used.
- 6.1.1 If any contractor personnel requires training on the CTA's MMIS, then the CTA shall provide for the necessary MMIS training for contractor personnel. The CTA shall not provide any reimbursement to the contractor for any expenses incurred by the contractor for contractor personnel MMIS training.

7 **WARRANTY**

- 7.1 The contractor shall refer to the Special Conditions section of the Contract Document for detailed warranty requirements.

8. **APPROVED AND NON-APPROVED ITEM INFORMATION**

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

9. **ADDITIONAL INFORMATION FOR POTENTIAL CONTRACTORS**

- 9.1 Potential contractors requiring any additional information on any subject matter in the Contract Document shall only contact the CTA Procurement Administrator or Buyer whose name is stated in the Contract Document. Potential contractors who may require additional information from a person or persons potentially listed in the Special Conditions section of the Contract Document shall route their request only through the Procurement Administrator or Buyer. Potential contractors who contact any CTA personnel other than the Procurement Administrator or Buyer will be considered in violation of the provisions set forth in the Contract Document.

Distribution: Manager, Bus Technical Services

JSC/tb - Initial Specification – 05/18/12

JSC/TB – 2nd Revision-08/27/12

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
REPLACEMENT DIESEL ENGINE PACKAGES; CUMMINS RECON BRAND
SPECIFICATION NO. 1060-10A

1. SCOPE & INTRODUCTORY INFORMATION

- 1.1 This specification will describe the requirements for a contractor to furnish and deliver, as and if requested during the term of a given contract, various models and configurations of genuine Cummins ReCon Brand remanufactured diesel engines, with or without a genuine ZF Brand factory new or a genuine ZF Brand factory remanufactured automatic transmission attached, to be used as replacement units in buses that were originally delivered to the Chicago Transit Authority (CTA) with a Cummins Brand diesel engine and a ZF Brand automatic transmission combination by the original bus manufacturer.

2. GENERAL INFORMATION & REQUIREMENTS

- 2.1 The CTA will furnish the contractor one (1) Cummins Brand engine core for each Cummins ReCon Brand engine that the contractor furnishes the CTA. The CTA will furnish Cummins Brand engine cores that meet the requirements for an acceptable engine core as stated in Cummins Engine Company current factory literature. If a given engine core furnished by the CTA does not meet the previously stated requirement, then the contractor has the right to refuse acceptance of that core.
- 2.2 The CTA will furnish the contractor one (1) ZF Brand automatic transmission core for each genuine ZF Brand factory new or genuine ZF Brand factory remanufactured automatic transmission that the contractor furnishes the CTA. ZF North America, Inc. defines an acceptable automatic transmission core as meeting all of the following requirements:
- 1) Housing must not be cracked or damaged.
 - 2) Input and output must rotate independently of each other
 - 3) Must not have been used without lubricant
 - 4) Must include all of its parts

If a given ZF Brand automatic transmission core furnished by the CTA does not meet all of the four (4) above stated requirements, then the contractor has the right to refuse acceptance of that core.

2. GENERAL INFORMATION & REQUIREMENTS (Continued)

- 2.3 There will be a single CTA location for engine core or combination engine and transmission core pick-up by the contractor, as well as engine delivery or combination engine and transmission delivery by the contractor. See the Special Conditions section of the Contract Document for location declaration as well as acceptable days and hours for pick-up and/or delivery operations.
- 2.4 The Special Conditions section of the Contract Document will state warranty requirements. Please see this section for warranty requirement details.
- 2.5 For warranty tracking purposes, the contractor shall furnish each applicable engine component, and any applicable ancillary components on the engine, sprayed with a unique paint color on its exterior surface for each specific contract. Actual paint color to be used shall be agreed upon by the CTA and the contractor after award of contract.
- 2.6 Each engine control module (ECM), or the equivalent acronym for the same function, shall be furnished programmed, according to the template developed by the CTA and the applicable bus manufacturer, prior to its delivery to the CTA. Additional details will be provided to the contractor on this subject matter by the CTA's Bus Technical Services Department after award of contract.
- 2.7 The CTA reserves the right to add or subtract Cummins ReCon Brand engine models, as well as ZF Brand automatic transmission models, during the term of a given contract due to the possibility of changes in the CTA bus fleet.
- 2.8 The contractor is not allowed to deviate from any item stated in this specification unless each such deviation is first requested in writing to, and approved in writing by, the CTA's Manager of Bus Technical Services.

3. DETAIL REQUIREMENTS – CUMMINS ISC ENGINE MODEL

- 3.1 Contractor shall furnish and deliver, as and if requested by the CTA, a Cummins ReCon Brand Model ISC remanufactured engine in the three (3) configurations described below. The CTA will declare the configuration(s) required, along with quantity requirements, when an order or a release is issued.
 - 3.1.1 ISC Engine Configuration #1 - Basic Package - Cummins #DR25878RX. The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISC remanufactured engine.

3. DETAIL REQUIREMENTS – CUMMINS ISC ENGINE MODEL (Continued)

3.1.2 ISC Engine Configuration #2 – Basic Package Plus Specified Ancillary Items – Cummins #DR25878C250. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine core. Each ISC Engine Configuration #2 Package will include all of the listed items that follow.

- (1) Cummins ReCon ISC Engine - #DR25878RX
- (1) Cummins ReCon of a Delco 41MT Starter - #3675197RX
- (1) Sauer-Danfoss Hydraulic Pump - #550137982182165
- (1) Nelson Muffler/Catalyst - #200031A
- (1) Niehoff Alternator - #C701
- (1) Niehoff Voltage Regulator - #A2-322
- (1) Novabus/Prevost Dipstick - #N8892113
- (1) Novabus/Prevost Dipstick Tube - #N8892114
- (1) Novabus/Prevost Belt Guard - #N27613
- (1) Novabus/Prevost Oil Filler Pipe - #N30041
- (1) Novabus/Prevost Probalyzer - #G1002386
- (1) Novabus/Prevost Exhaust Heat Shield - #N26335
- (1) Novabus/Prevost Exhaust Pipe - #N31853
- (1) Novabus/Prevost Turbocharger Heat Shield - #N27528
- (1) Novabus/Prevost Muffler Support Bracket - #N13816
- (2) Novabus/Prevost Motor Mount Assembly - #N34877, N13967, N35140, N30973, & N13969-02
- (1) Novabus/Prevost Muffler Heat Shield - #N31988
- (1) Novabus/Prevost Front Engine Mount - #N21540
- (1) Cummins Ring Gear - #3908546
- (1) Cummins/Fleetguard Fuel-Water Separator - #FS1022
- (4) Parker 919 Series Stainless Steel Braided over Teflon Brand Material Fuel, Air, Oil, & Coolant Lines – As Required
- (8) Nord-Lock Washers - #N32118
- (20) Breeze CT Series Constant Torque Hose Clamps – Various Sizes
- (30) Umpco SS Series Stainless Steel P-Clamps – Various Sizes
- (15) Silicone Hose Per SAE Standard J20R1 – Various Sizes

3.1.3 ISC Engine Configuration #3 – Basic Package Plus Specified Ancillary Items, Plus Genuine ZF Brand Factory New or ZF Brand Factory Remanufactured Automatic Transmission Mounted to Engine – Cummins #DR25878C250ZF. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine and transmission combination as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine and transmission combination core. Each ISC Engine Configuration #3 Package will include all items listed in Section 3.1.2 above plus all of the listed items that follow.

3. DETAIL REQUIREMENTS – CUMMINS ISC ENGINE MODEL (Continued)

- (1) ZF Brand Automatic Transmission - #4149 046 003
- (10) Novabus/Prevost Mounting Hardware (Bolt) - #N21857
- (10) Novabus/Prevost Mounting Hardware (Washer) - #N21858
- (2) Novabus/Prevost Mounting Hardware (Screw) - #N21859
- (8) Novabus/Prevost Mounting Hardware (Screw) - #N21997

Note: The hardware items listed above are used to attach the ring gear flange to the transmission's torque converter as well as to attach the flex plate to the converter.

4. DETAIL REQUIREMENTS – CUMMINS ISB ENGINE MODEL

- 4.1 Contractor shall furnish and deliver, as and if requested by the CTA, a Cummins ReCon Brand Model ISB remanufactured engine in the configuration(s) stated below. The CTA will declare the configuration(s) required, along with quantity requirements, when an order or release is issued.
 - 4.1.1 ISB06 Engine Configuration #1 – Basic Package – Cummins #DR26203CTA. (For Optima Brand, CTA Series 500 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISB remanufactured engine.
 - 4.1.2 ISB06 Engine Configuration #2 – Basic Package – Cummins #DR26205CTA. (For New Flyer/ISE Hybrid Brand, CTA Series 900 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISB remanufactured engine.

5. DETAIL REQUIREMENTS – CUMMINS ISL ENGINE MODEL

- 5.1 Contractor shall furnish and deliver, as and if requested by the CTA, a Cummins ReCon Brand Model ISL remanufactured engine in the configuration(s) stated below. The CTA will declare the configuration(s) required, along with quantity requirements, when an order or a release is issued.
 - 5.1.1 ISL06 Engine Configuration #1 – Basic Package – Cummins #DR26204CTA. (For New Flyer/Allison Hybrid Brand, CTA Series 800 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISL remanufactured engine.

5. DETAIL REQUIREMENTS – CUMMINS ISL ENGINE MODEL (Continued)

5.1.2 ISL07 280 HP Engine Configuration #1 – Basic Package – Cummins #DR27009RX. (For New Flyer Brand, CTA Series 1630 thru 2029 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISL07 emission remanufactured engine.

5.1.3 ISL07 280 HP Engine Configuration #2 – Basic Package Plus Specified Ancillary Items- Cummins # DR27009RXL280. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine core. Each ISL07 Engine Configuration #2 Package will include all of the listed items that follow.

- (1) Cummins ReCon ISL07 Engine - #DR27009RX
- (1) Delco 41MT Starter - #260807
- (1) Sauer-Danfoss Hydraulic Pump - #298178
- (1) CES DPF - #4965244NX
- (1) CES DOC - #4969846NX
- (1) Niehoff Alternator - #C703A
- (1) Niehoff Voltage Regulator - #A2-214
- (1) New Flyer Dipstick and Tube- #3968449
- (1) New Flyer Probalyzer - #041652
- (2) New Flyer Front Engine Mount - #237387
- (15) Parker 919 Series Stainless Steel Braided over Teflon Brand Material Fuel, Air, Oil, & Coolant Lines – As Required
- (10) Breeze CT Series Constant Torque Hose Clamps – Various Sizes
- (30) Umpco SS Series Stainless Steel P-Clamps – Various Sizes

5.1.4 ISL07 080 HP Engine Configuration #3 – Basic Package Plus Specified Ancillary Items, Plus Genuine ZF Brand Factory New or ZF Brand Factory Remanufactured Automatic Transmission Mounted to Engine – Cummins #. DR27009RXL280ZF All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine and transmission combination as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine and transmission combination core.

- (1) ZF Brand Automatic Transmission - #4182 054 020
- (4) New Flyer Mounting Hardware (Bolt) - #6326698
- (4) New Flyer Mounting Hardware (Washer) - #6319594
- (4) New Flyer Mounting Hardware (Screw) - #6326688
- (8) New Flyer Mounting Hardware (Screw) - #117139
- (4) New Flyer Flexplate - #6326691

5. DETAIL REQUIREMENTS – CUMMINS ISL ENGINE MODEL (Continued)

- (1) New Flyer Crank Adapter - #6326693
- (1) New Flyer Clamping ring - #6326694
- (1) New flyer Ring Gear – #6326696

- 5.1.5 ISL07 330 HP Engine Configuration #1 – Basic Package – Cummins #DR27036RX. (For New Flyer Brand, CTA Series 4000 thru 4207 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISL07 emission remanufactured engine.

6. DETAIL REQUIREMENTS – CUMMINS ISM ENGINE MODEL

- 6.1 Contractor shall furnish and deliver, as and if requested by the CTA, a Cummins ReCon Brand Model ISM (model year 2006 and 2007) remanufactured engine in the configuration(s) stated below. The CTA will declare the configuration(s) required, along with quantity requirements, when an order or a release is issued.

- 6.1.1 ISM06 Engine Configuration #1 – Basic Package – Cummins #DR27012RX. (For New Flyer Brand, CTA Series 1000 thru 1429 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISM06 remanufactured engine.

- 6.1.2 ISM06 Engine Configuration #2 – Basic Package Plus Specified Ancillary Items – Cummins #DR27012RXM280. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine core. Each ISM06 Engine Configuration #2 Package will include all of the listed items that follow.

- (1) Cummins ReCon ISM06 Engine - #DR27012RX
- (1) Cummins ReCon of a Delco 41MT Starter - #3604321RX
- (1) Sauer-Danfoss Hydraulic Pump - #163D71012
- (1) CES Muffler/Catalyst - #201757A
- (1) Niehoff Alternator - #C703A
- (1) Niehoff Voltage Regulator - #A2-214
- (1) New Flyer Dipstick - #2878041
- (1) New Flyer Dipstick Tube - #3896305
- (1) New Flyer Probalyzer - #041652
- (2) New Flyer Front Engine Mount - #237387
- (15) Parker 919 Series Stainless Steel Braided over Teflon Brand Material Fuel, Air, Oil, & Coolant Lines – As Required
- (10) Breeze CT Series Constant Torque Hose Clamps – Various Sizes

6. DETAIL REQUIREMENTS – CUMMINS ISM ENGINE MODEL (Continued)

6.1.2 (Cont.)

- (30) Umpco SS Series Stainless Steel P-Clamps – Various Sizes
- (6) Silicone Hose Per SAE Standard J20R1 – Various Sizes

6.1.3 ISM06 Engine Configuration #3 – Basic Package Plus Specified Ancillary Items, Plus Genuine ZF Brand Factory New or ZF Brand Factory Remanufactured Automatic Transmission Mounted to Engine – Cummins #DR27012RXM280ZF. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine and transmission combination as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine and transmission combination core.

Each ISM06 Engine Configuration #3 Package will include all items listed in Section 6.1.2 above plus all of the listed items that follow.

- (1) ZF Brand Automatic Transmission - #4149 054 041
- (4) New Flyer Mounting Hardware (Bolt) - #014866
- (4) New Flyer Mounting Hardware (Washer) - #022680
- (4) New Flyer Mounting Hardware (Screw) - #014868
- (8) Cummins Mounting Hardware (Screw) - #4071043
- (4) Cummins Flexplate - #3820495
- (1) Cummins Crank Adapter - #3251635
- (1) Cummins Clamping ring - #3251636
- (1) ZF Ring Gear – 4139 330 6327

6.1.4 ISM07 Engine Configuration #1 – Basic Package – Cummins # DR27014RX. (For New Flyer Brand, CTA Series 1430 thru 1629 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISM07 remanufactured engine

6.1.5 ISM07 Engine Configuration #2 – Basic Package Plus Specified Ancillary Items – Cummins # DR27014RXM280. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine core. Each ISM06 Engine Configuration #2 Package will include all of the listed items that follow.

- (1) Cummins ReCon ISM06 Engine - #DR27014RXXR
- (1) Cummins ReCon of a Delco 41MT Starter - #3604321RX
- (1) After Treatment Injector - #4955465NX

6. DETAIL REQUIREMENTS – CUMMINS ISM ENGINE MODEL (Continued)

6.1.5 (Cont.)

- (1) Sauer-Danfoss Hydraulic Pump - #317347
- (1) CES DPF - #4965244NX
- (1) CES DOC - #4969846NX
- (1) Niehoff Alternator - #C703A
- (1) Niehoff Voltage Regulator - #A2-214
- (1) New Flyer Dipstick - #3106027
- (1) New Flyer Dipstick Tube - #3896305
- (1) New Flyer Probalyzer - #041652
- (2) New Flyer Front Engine Mount - #237387
- (15) Parker 919 Series Stainless Steel Braided over Teflon Brand Material Fuel, Air, Oil, & Coolant Lines – As Required
- (10) Breeze CT Series Constant Torque Hose Clamps – Various Sizes
- (30) Umpco SS Series Stainless Steel P-Clamps – Various Sizes
- (6) Silicone Hose Per SAE Standard J20R1 – Various Sizes

6.1.6 ISM07 Engine Configuration #3 – Basic Package Plus Specified Ancillary Items, Plus Genuine ZF Brand Factory New or ZF Brand Factory Remanufactured Automatic Transmission Mounted to Engine – Cummins # DR27014RXM280ZF. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine and transmission combination as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine and transmission combination core. Each ISM06 Engine Configuration #3 Package will include all items listed in Section 6.1.2 above plus all of the listed items that follow.

- (1) ZF Brand Automatic Transmission - #4182 054 020
- (4) New Flyer Mounting Hardware (Bolt) - #10B07024
- (4) New Flyer Mounting Hardware (Washer) - #014183
- (4) New Flyer Mounting Hardware (Screw) - #014866
- (8) Cummins Mounting Hardware (Screw) - #4071043
- (4) Cummins Flexplate - #3820495
- (1) Cummins Crank Adapter - #3251635
- (1) Cummins Clamping ring - #3251636
- (1) ZF Ring Gear - #4139 130 089

7. PRODUCT AND TECHNICAL SUPPORT

7.1 The contractor and/or its OEM authorized subcontractor(s) shall provide for the following before and after the sale product and technical support:

7.1.1 Have a staff of trained and certified technicians on all the Cummins Brand engine models mentioned in this specification.

7. PRODUCT AND TECHNICAL SUPPORT (Cont.)

- 7.1.2 Have training personnel capable of training CTA technicians on past, current and future engine product offerings from Cummins Engine Company.
- 7.1.3 Have technical support personnel on Cummins Brand engines available 24 hours per day, seven days per week.
- 7.1.4 Have or develop a working relationship in resolving issues with the various original equipment manufacturer (OEM) bus brands the CTA has in its fleet.
- 7.1.5 Participate in regular CTA meetings that address any issue concerning Cummins Brand products.
- 7.1.6 Work regularly with CTA personnel on cost reduction projects.
- 7.1.7 Have technicians capable of using tooling such as, but not necessarily limited to, Insite, Canalyzer, and Caltherm in order to support CTA efforts to meet all applicable vehicle emission laws or regulations during the entire operating lifetime of a Cummins Brand engine.

8. MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS)

- 8.1 If and when applicable, contractor personnel shall be required to utilize the CTA's Maintenance Management Information System (MMIS) in order to track and record any service or repair work done in or out of warranty on a CTA vehicle. If and when applicable, contractor personnel shall be required to access the MMIS system on a daily basis to identify and schedule any service, repair, or warranty work, as well as for any data entry or data maintenance work. If requested by the CTA, the contractor shall provide on a monthly basis, unless directed otherwise by the CTA due to a special situation, an Excel compatible spreadsheet detailing the nature of any work performed by the contractor on a CTA vehicle, including, but not necessarily limited to, an itemized cost of the work performed and any parts and their associated part numbers used.
- 8.2 If any contractor personnel requires training on the CTA's MMIS, then the CTA shall provide for the necessary MMIS training for contractor personnel. The CTA shall not provide any reimbursement to the contractor for any expenses incurred by the contractor for contractor personnel MMIS training.

9. ADDITIONAL INFORMATION FOR POTENTIAL CONTRACTORS

- 9.1 Potential contractors requiring any additional information on any subject matter in the Contract Document shall only contact the CTA Procurement Administrator or Buyer whose name is stated in the Contract Document. Potential contractors who may require additional information from a person or persons potentially listed in the Special Conditions section of the Contract Document shall route their request only through the Procurement Administrator or Buyer. Potential contractors who contact any CTA personnel other than the Procurement Administrator or Buyer will be considered in violation of the provisions set forth in the Contract Document.

Distribution: Manager, Bus Technical Services

RK/dsd - Initial Specification - 05/12/98
JSC/tb - 11th Revision - 07/05/10



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Date: September 7, 2012

ADDENDUM # 5

Subject: Requisition No. **C12FR101208860** - Definite-Delivery Contract for all Labor and Material for complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred [200], 1000 Series New Flyer Buses (1000-1429, except for 1005).

We are enclosing Addendum No. 5 for the subject requisition:

1. Remove the existing Bid Proposal Pages (P-1 – P-3)
Replace with the new attached Bid Proposal Pages (P-1 – P-3)
pages identified as "Addendum No. 5".
2. Remove the existing Special Conditions Pages (SC-1 – SC-46)
Replace with the new attached Special Conditions Pages (SC-1 – SC-46)
pages identified as "Addendum No. 5".
*** Note change is to Basis of Award (SC-29).

1. **Question:** How does the CTA want to handle the power steering pump and the hydraulic pump with the addition of the EMP Mini Hybrid system?
CTA Answer: See revised Bid Proposal Page P-3.
2. **Question:** No labor is listed for BOM-009 (EMP Mini Hybrid). How does the CTA plan to handle the labor for BOM-009?
CTA Answer: See revised Bid Proposal Page P-2.
3. **Question:** No labor is listed for BOM-011. How does the CTA plan to handle the labor for BOM-011?
CTA Answer: Not required by contractor. CTA will perform the labor.

Please acknowledge receipt of Addenda No. 1, No. 2, No. 3, No. 4, and No. 5 on the Proposal page titled Bidders Signature Page. Failure to acknowledge receipt of the five addenda may cause your bid to be non-responsive.

The bid opening date remains Wednesday, September 26, 2012, 11:00 a.m., local Chicago time.

If you have any questions, please contact Mr. Richard Kurek of my office at (312) 681-2469.

Sincerely,

David Johnson
General Manager, Purchasing

Enclosures (2)

cc: M. Popovic
R. Brokvist
K. Brosnan
Contract File (C12FR101208860)

BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B

By execution of this Proposal the undersigned offers, in accordance with the terms of the Contract Documents of which this proposal is a part, to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 New Flyer D40LF 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

As described in these General and Special Conditions and "master" Detail Specification No. CTA 9985-12B and other specifications, attachments and documents as listed, herein at the price per line item as indicated below:

This Contract to become effective upon execution of Contract document and shall remain in effect until completed.

NOTE: Prices quoted shall be firm for the entire contract period.

PARTS	BILL OF MATERIAL (BOM)	TOTAL PRICE PER BUS
1.	Engine Package & Transmission	_____
	With extended warranty – explain terms	_____
2.	Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____
3.	Radiator Assembly and associated parts	_____
4.	DPF Kit- 5 year or 100,000 mile warranty, whichever comes first	_____
5.	Shocks, Rods, Valves and associated parts	_____
6.	Seat Inserts (buses 1001 thru 1304) and associated parts	_____
7.	Seat Inserts (buses 1000, 1305 thru 1429) and associated parts	_____
8.	Additional -Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____
9.	EMP Mini Hybrid	_____
10.	IVN2 Replacement Kit (up to 450 Kits)	_____
11.	LED Dome Lamp Retrofit Kit (up to 450 Kits)	_____

**BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B**

LABOR

LABOR - BOM (1, 2, & 3)

Engine Package & Transmission, air system,
HVAC & Radiator

LABOR - BOM (1, 2, & 9)

Engine Package & Transmission, air system,
HVAC & EMP Mini Hybrid

LABOR - BOM (4)

DPF Kit

LABOR - BOM (5)

Shocks, Rods, Valves and associated parts

LABOR - BOM (6 & 7)

Seat Inserts

LABOR- BOM 8

Additional air system, HVAC & engine electrical

LABOR-BOM 9

EMP Mini Hybrid

LABOR- BOM 10

IVN2 Replacement Kit

LABOR

Complete Turnkey including the first 10 BOM

LABOR- (Paint-Section 5.11)

BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B

DEDUCTS, If Any

In the event that certain work will not be performed, The vendor shall issue to CTA a credit in the amount of line item(s) not exercised by CTA. CTA reserves the right to get a cost analysis.

1. Not removing or re-installing Engine Package
from 1000 series bus _____
2. Not replacing a Cummins Recon ® ISM Engine _____
3. Not replacing a ZF 6HP 592C Transmission _____
4. Not replacing Radiator Assembly, CAC, Oil Cooler _____

NOTE: The amount of the deducts, if any, will not be used in the evaluation of bids because the amount of deducts is not known nor expected to be many in number.

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

General e-mail address if different from above: _____

ADDRESS OF OVERHAUL FACILITY: _____
 PERSON TO CONTACT: _____
 CITY: _____ STATE: _____ ZIP CODE: _____
 TELEPHONE NUMBER: _____ FAX NUMBER: _____

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

SCOPE OF WORK ("Work")

This is a Definite-Delivery Contract requirement to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429), with a minimum overhaul quantity of two hundred [200], 1000 New Flyer LFS 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

PERFORMANCE/PAYMENT BOND

The bidders shall furnish at its own expense performance security in the form of a cashier's check, or letter of credit in a form approved by the CTA **before offer submission**, or a performance bond, from a surety duly licensed to do business in the State of Illinois having a financial rating from A.M. Best Company of a "A VII" or better, in the amount of ~~twenty-five~~ **five** percent (**25 5%**) of the full amount of the Contract. The bond shall cover all of Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled and/or last bus has been delivered and accepted for service by the CTA.

INSURANCE

Insurance requirements are stipulated in a separate "Insurance Requirements" document. Bidders are advised that certified copies of required insurance policies are required before award of contract. Insurance Certificates are NOT acceptable.

DEFINITIONS

Unless defined otherwise herein, the following definitions apply to this Order and its attachments:

- (a) Chicago Transit Authority, CTA, Authority, and Buyer are synonymous herein.
- (b) Bidder, Seller, Vendor, Contractor and the company, organization or person(s) to whom the Order is addressed are synonymous herein.
- (c) Purchase Contract, Contract, Purchase Order and Order are synonymous herein.
- (d) Overhaul Kit, Master Kit, Part, Item, Kit, Component, Subsystem, Sub-assembly and Assembly are synonymous herein.

PROPOSAL PAGE PREPARATION

The Bidder is to quote a lump sum price for each overhaul kit they propose to furnish, along with a per bus labor price, on Proposal Pages (P-1 and P-2).

Bidder shall indicate name of company bidding, address, contact person, title, phone number, fax number, e-mail address and payment terms.

AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding from financial assistance contracts between the Regional Transportation Authority and the Chicago Transit Authority. CTA's obligation hereunder is contingent upon the availability of appropriate funds from which payment for the Contract purposes can be made. No legal liability on the part of CTA for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives notice of such availability and approval, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DEFINITE QUANTITY

- (a) This is a definite-delivery Contract for the purchase of labor and material specified in the "Scope of Work, Page SC-1" and effective for the period stated herein.
- (b) It is CTA's intention to purchase as many of the overhaul repair kits and or overhaul services of the New Flyer, 1000 Series Buses as possible. However, a minimum order quantity of two hundred ~~twenty-five~~ [225- 200] overhaul repair kits and or overhaul services of the CTA New Flyer, 1000 Series Buses shall be ordered.
- (c) The acceptance of an Offer for award, if any, shall be evidenced by a "Notice to Award" Contract in writing delivered in person, or by registered mail to the Bidder whose offer is accepted. Such "Notice to Award" shall obligate said Bidder to commence performance under the Contract and indicate the number of 'turnkey' overhaul repairs of the CTA New Flyer, 1000 Series Buses, which the CTA shall award.

BIDDER'S QUALIFICATIONS

The qualification requirements for a bidder only apply as relevant with respect to the equipment, parts and services proposed for award to that bidder.

I. Policy

This part prescribes policies, standards and procedures for determining whether prospective Bidders are judged to be responsible in the award of a proposed contract under consideration. Purchases shall be made from, and contracts shall be awarded to responsible prospective bidders only. No purchase or award shall be made unless the General Manager, Purchasing or designee makes an affirmative determination of responsibility.

A prospective Bidder must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors, if any, in accordance with the general standards set forth hereinafter.

II. General Standards

Prospective Bidders must -

- A. Have adequate financial resources that are satisfactory to the General Manager, Purchasing or designee to insure the successful performance of the Contract in compliance with the General and Special Conditions and the Detailed Specifications, as specified, and/or shall have the ability to obtain such financial resources specifically dedicated to the performance of this Contract;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and/or other CTA business commitments, if any;
- C. Shall have a satisfactory performance record of providing O.E.M. and/or CTA approval equal maintenance and repair parts for the New Flyer, 1000 Series buses and/or other acceptable manufactured parts of similar quality to the CTA and/or other similar transit agencies (See III.C.);
- D. Have a satisfactory record of integrity and business ethics;

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BIDDER QUALIFICATIONS (continued)

- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or demonstrate the ability to obtain them that are satisfactory to the General Manager, Purchasing or designee;
- F. Have the necessary facilities (including but not necessarily limited to warehousing space) specifically allocated to an on-going inventory of O.E.M. and/or CTA approved equal maintenance and repair parts for New Flyer, 1000 Series buses (associated with this Contract), equipment and other expertise, or demonstrate the ability to obtain them (See III.A.); and
- G. Be otherwise qualified and eligible to receive and award under applicable laws and regulations;
 - (1) CTA reserves the right to determine if Bidder meets the above contract requirement. CTA reserves the right to inspect a potential bidder's facilities; and
- H. Must demonstrate and/or provide a satisfactory record of previous performance in providing the parts described in the Master Schedule, Pages SC-10 through SC-23 Failure to provide such evidence within six (6) business days from date of written notice may render a Bid as "non-responsive".
- I. The Bidder, if requested by the CTA, must provide within four (4) days of such request, information addressing the following factors bearing on the responsibility of the Bidder and its ability to comply with terms of the contract Documents:
 - (1) The qualifications and experience of officers and key personnel, and how the Bidder intends to recruit additional personnel, if required;
 - (2) A list of contacts of similar magnitude and nature successfully performed by Bidder, including names and telephone numbers of owner representatives familiar with contract performance;
 - (3) Bank and credit references;
 - (4) A summary of pending litigation, (whether the Bidder is plaintiff or defendant), arbitrations (whether the Bidder is claimant or respondent), mediations, or other dispute resolution processes;
 - (5) A copy of the Bidder's audited financial statements for the prior three (3) years and most recent interim financial statement;
 - (6) Evidence that the Bidder has suitable financial assets to meet all obligations incidental to performance of the Contract;
 - (7) A list of all equipment required to perform this contract, specifying which equipment is currently owned or leased by the Bidder and how it proposes to obtain any additional required equipment;
 - (8) A description of all indebtedness, including the identification of creditors, judgments against the Bidder within the last five (5) years, repayment schedule, and significant characteristics;

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BIDDER QUALIFICATIONS (continued)

- (9) Evidence that the Bidder is licensed, bonded, and registered in compliance with ordinances, statutes, codes and regulations of municipality in which the work is to be performed;
- (10) Documentation that the Bidder has the appropriate technical experience and familiarity with the types of mechanical and maintenance work required to perform the work;
- (11) Evidence that the Bidder is not in arrears or default to the CTA upon any dept or contract, or is not a defaulter, as surety or otherwise, upon obligations to the CTA or has not failed to perform faithfully any previous contract with the CTA.

The provisions of this section also apply to past joint venture's agreements involving the Bidder and to the individual components of a joint venture submitting bids to this solicitation. Failure by the Bidder to address the matter contained within this section may result in the Bidder be rejected as non-responsible. The CTA reserves the right to request additional and supplemental information under the section and the Bidder must provide such information in the manner and time set by the CTA.

III. Applications of Standards**A. Regular Dealer**

- 1. A **regular dealer** means a person or organization that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and general conditions, as required under the contract are bought, kept in stock, and sold to other transit agencies in the general course of business.
- 2. A prospective bidder qualifies as a **regular dealer** if, upon request, it can show that it is a regular dealer dealing in the supplies of the general character offered to CTA. Included in this criteria are the following:
 - a. It has an establishment, or a leased or assigned space, in which it regularly maintains a stock of supplies in which it claims to dealer. If the space is in a public warehouse, it must be maintained on a continuing basis not a demand basis.
 - b. The stock maintained is a true inventory from which sales are made. This requirement is not satisfied by (i) stock unrelated to the supplies offered, or (ii) stock maintained primarily for the purpose of token compliance with this requirement, from which few, if any, sales are made.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BIDDER QUALIFICATIONS (continued)

- b. The supplies stocked are of the same general character as those offered and to be supplies under the Contract. To be of the same general character, the items to be supplied must be either identical with those in stock or be supplies for which other dealers in the same line of business would be an obvious source.
- d. Sales are made from stock on a recurring basis, are not only occasional, or constitute an exception to the usual operations of the business.
- e. Sales are made regularly in the usual course of business to other transit agencies, other than CTA, or to public transit organizations.

B. Ability to obtain resources

Except to the extent that a prospective bidder has sufficient resources or proposes to perform the Contract by subcontracting, the General Manager, Purchasing or designee may require acceptable evidence of the prospective contractor's ability to obtain required resources. Acceptable evidence normally consists of a commitment or explicit arrangement, which will be in existence at the time of the contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel.

C. Satisfactory performance record

A prospective bidder that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the General Manager, Purchasing or designee determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective actions. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. The General Manager, Purchasing or designee shall consider the number of contracts involved and the extent of deficient performance, if any, in each contract when making a determination.

- D. Have a minimum of 3 to 5 years of verifiable maintenance experience, including experience and knowledge of removing and installing a Cummins engine package with a ZF or Allison World transmission. In addition, must have sufficient facility capacity to accommodate the desired rate of production.

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT

It is the intent of this section that the following matters and all other major engineering considerations be settled to the satisfaction of the bidder and the CTA before submission of bids so that CTA may determine exactly what the bidder is offering. After award of a Contract, if any, the CTA recognizes no obligation to consider Contractor's proposal which should have been presented during the pre-bid period.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT(continued)

A Pre-Bid Meeting and Inspection will be held on Thursday [July 5, 2012]. The meeting will convene at [10:00 A.M. (Central Standard Time)] in the Chicago Transit Authority's [South Shops Repair Facility], located at [7801 South Vincennes Avenue, Chicago, Illinois 60620]. Prospective Bidders are requested to submit written questions to the Senior Procurement Administrator, identified on the Title page, in advance of the Pre-Bid Meeting. In addition, questions may be submitted in writing up to Monday July 16, 2012. Responses will be shared with all prospective Bidders via an Addendum.

Prospective Bidders are reminded that any changes to the bid document will be by written addenda only, and nothing stated at the Pre-Bid Meeting and Inspection shall change or qualify in any way any of the provisions in the bid document and shall not be binding on the CTA.

CTA shall make available to all Bidders, the CTA New Flyer 1000 Series bus (Bus number 1005) for the purpose of performing an inspection of the equipment to determine necessary modifications, if any additions to the bus to properly implement the complete overhaul on each bus. This meeting shall be the only official general meeting for potential bidders to view the bus. The date, time and location for the Pre-Bid Meeting and Inspection of said bus is specified above.

QUESTIONS, CLARIFICATIONS AND OMISSIONS

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Senior Procurement Administrator, identified on the Title page. Bidders and their representatives shall not make any contact with or communicate with any member of the CTA, or its employees and consultants, other than the designated Senior Procurement Administrator, in regard to any aspect of this solicitation or offers. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing.

At any time during this procurement up to the time specified in "Pre-Bid Meetings & Inspection of Equipment, Page SC-3," Bidders may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the bid document, or any addenda to the bid document. Such written requests shall be made to the Senior Procurement Administrator.

Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the bid document, without a substantial increase in cost or time requirements.

If it should appear to a prospective Bidder that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the bid document or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or CTA law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the CTA within the time period specified above.

DATA AND INFORMATION

Questions regarding technical adjustments, settings, materials, procedures, or any problem that might arise during the bus overhaul should be addressed to the Project Manager, Mr. Tim Biocic, 7801 South Vincennes Avenue, Chicago, Illinois 60620, or (773) 874-7100, Ext. 7224.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

ADDENDA

The Chicago Transit Authority reserves the right to amend the bid document at any time. Any amendments to the bid document shall be described in written addenda. Notification of or the addenda also will be distributed to all such prospective Bidders officially known to have received the bid document. Failure of any prospective Bidders to receive the notification or addenda shall not relieve the Bidder from any obligation under the bid document therein. All addenda issued shall become part of the bid document.

Prospective Bidders shall acknowledge the receipt of each individual addendum in their bid document on the form Acknowledgement of Addenda. Failure to acknowledge in the bid document receipt of addenda may at the CTA's sole option disqualify the bid.

If the CTA determines that the addenda may require significant changes in the preparation of bids, the deadline for submitting the bids may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the CTA determines will allow Bidders sufficient time to revise their bids. Any new due date shall be included in the addenda.

STORAGE AND PROTECTION

Contractor shall have adequate storage facilities for buses that may be retained on his property. This storage area must be protected by some form of a Security System. Such System may be a watchman or an alarm system, certified by the Underwriters' Laboratories, and approve by the CTA to protect buses from vandalism and/or pilferage. The storage area shall be sufficiently large to accommodate a minimum of twenty [20] CTA, New Flyer, 1000 Series Buses. Adequate fire protection shall be provided by the Contractor. This fire protection system shall have the approval of the Underwriters' Laboratories, and approved by the CTA.

During cold weather (32 deg F or below), the Contractor shall provide storage facilities wherein the coolant in the bus cooling system will not freeze. Note: Bus engine may or may not have sufficient anti-freeze for proper protection. Contractor shall be required to add sufficient anti-freeze for protection.

PICK UP AND/OR DELIVERY OF BUSES

It shall be the Contractors responsibility to provide for any and all material (see Tables BOM 1 through BOM 11) Pages SC-10 through SC-23 and any other equipment and material as identified in Detail specification No. 9985-40 9985-12B to complete the overhaul of the New Flyer, 1000 Series Buses, to include the replacement of any and all material, systems, subsystems and assemblies necessary and as required to complete the overhaul of each bus and enable the bus to return to revenue service after final acceptance by the CTA.

All material and equipment furnished under this Contract shall be new, OEM, or CTA approved equal to OEM, and all work shall be subject to inspection and testing by the CTA to the extent practicable at all times and places including the period during the complete overhaul of all New Flyer, 1000 Series Buses contracted for under this Contract, and in any event prior to the acceptance and/or surveillance of Contractor's inspection at the discretion of the CTA. At no time during the performance of this work is Contractor or Contractor's employees permitted to drive buses on public streets or highways.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

Prospective Bidders MUST upon the submission of their bid provide a detailed Bill of Material, (including description, manufacture & part number, etc.) consisting of all material and/or equipment that is specified to be replaced on each New Flyer, 1000 Series Bus (as specified in Detail Specification No. 9985-10 9985-12B). Prospective Bidders ~~need not~~ **shall** include a listing of those parts identified on BOM -1 through BOM -11 (Pages SC-10 through SC-23). In addition, the Prospective Bidders must submit the following:

1. Plan of Action on how you are to achieve the Float Schedule listed on page SC-9.
2. Quality Assurance Program.
3. List of Key Individuals (including resumes) responsible for making key decisions regarding Work.
4. Any other process, procedure or activity that would enable CTA to ascertain if the Prospective Bidder has sufficient competence for this overhaul repair Contract.

Any material designated for use during this project which shall be rejected by CTA for not conforming to these Specifications shall clearly be marked and so disposed of to ensure that such material will not be used, or offered for use again on subsequent buses unless accepted by CTA or individually so designated by CTA.

The Contractor shall provide office space, as necessary that is suitable to the CTA for use by CTA Inspector(s) during any visit to Contractor's facility to inspect the work under this Contract. Such office space shall be adequate for intended purpose and shall be furnished, have a telephone maintained, Wi-Fi available for inspector(s) laptop and cleaned and security protected, as necessary, by the Contractor in a manner equivalent to that provided by the Contractor for performing similar functions within his own shop office facilities.

During repair, a logbook documenting all inspections performed by the CTA Inspector(s) shall be maintained by him at the Contractor's facility. All inspections logged in shall then be signed and dated by the Contractor to ensure that Contractor is made aware of the problem(s), if any and if the Inspector has found any material or items that are found not conforming to the requirements of this Contract. Contractor shall separate all rejected material from material designated for use on a bus and notify CTA accordingly of their procedure for disposing of same.

In the event the work to be done under this Contract is performed outside the Chicago Metropolitan Area (any area greater than seventy-five (75) miles from 7801 South Vincennes Avenue, Chicago, Illinois), all reasonable costs (including transportation and lodging, if any) for a CTA inspector(s) shall be at the expense of the Contractor and in accordance with the Runzheimer meal, lodging, and transportation cost index (www.runzheimer.com) and shall not exceed an amount equal to a maximum of \$3,000 to be reimbursed to the CTA (per weekly occurrence). Any cost over that stated above will be responsibility of CTA. The Inspector(s) may make visits to Contractor's facility at will during the duration of the "turnkey" overhaul of CTA, New Flyer, 1000 Series Buses.

CTA shall be responsible for the transporting of vehicles to the location in which the Contractor will perform the Scope of Work and/or to Contractor's facility provided such facility is located within a fifty (50) mile radius of the intersection of Madison and State Street, Chicago, Illinois. The CTA shall have sole responsibility for determining if the location in which the work is to be performed is within fifty (50) miles radius of the intersection of Madison and State Street, Chicago, Illinois.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

If work location or Contractor's facility is outside the aforementioned radius and/or Contractor's facilities are deemed to be outside the above listed radius, the Contractor shall be responsible for transporting the Buses to such site at their expense. The buses shall be transported using a flatbed type transport only.

Contractor shall notify CTA's Senior Procurement Administrator a minimum of twelve [12] business days prior to the date work is to commence. CTA shall deliver to the Contractor's facility a "Float" of ten [10] New Flyer, 1000 Series Buses for the purpose of performing a complete overhaul of each bus in accordance with the requirements of Detail Specification No. 9985-40 9985-12B and other required documents listed therein (including material identified on BOM -1 through BOM -11 Pages SC-10 through SC-23), if awarded, as applicable.

Overhaul work on the New Flyer, 1000 Series Buses shall begin as soon as the Contractor has all the parts which comprise the "Master Kit". However, work may begin at Contractor's option when he has sufficient parts to begin the overhaul work required and as specified under Detail Specification No. ~~9985-12A 10-9985-12B~~. The rate of completion of the 'turnkey' overhaul shall be up to six (6) buses per week ~~at three [3] buses per each thirty (30) day period~~ starting from a date of one hundred twenty (120) days after the Contractor is issued the "Notice to Proceed". All work shall be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

FLOAT SCHEDULE

Number of Days After Date of "Notice to Proceed"	Number of Buses Delivered/Made Available to Contractor	Total Number of Float Buses in Contractor's Possession
Fifteen [15] Days	2	2
Thirty [30] Days	3	5
Forty-Five [45] Days	5	10

Contractor shall commence the mid-life "Overhaul" of the New Flyer, 1000 Series Buses after Contractor is issued the "Notice to Proceed" or upon receipt of all appropriate material (identified on BOM -1 through BOM -11 Pages SC-10 through SC-23, if awarded) as necessary to effect such overhaul. Contractor shall complete the "Overhaul" work on the New Flyer, 1000 Series Buses in accordance with a schedule that would permit all buses under this Contract to be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

MASTER KIT

Bidders may propose the use of items that are not currently approved by the CTA but must obtain approval from Technical Services- Bus for all such items prior to use in the "Overhaul" of the New Flyer, 1000 Series Buses. If any item is disapproved by Technical Services- Bus, Contractor is required to use one of the currently approved parts for such work. Contractor is required to identify each item they intend on using during the "Overhaul". Items shall be in accordance with the tables as follows:

BOM-001				
Engine				
N/A	DR27012RXM280ZF DR27071RXM280ZF	Cummins	Engine W/ Package & Transmission	1
BOM-002				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8320174	3678606	Cummins	O-Ring, Discharge Fitting	1
	6339293	N/Flyer		
8330501	3103015	Cummins	Seal, Grommet, Air Comp Water Line	2
8190031	249580	N/Flyer	Muffler Tank Assembly	1
8190039	5952265	N/Flyer	U-Clamp, 3-1/2	2
1572612	222P 8-8	Parker	Adaptor, Brass 1/2 male/female	1
	700QBA15	G/White	Air Dryer Assembly	1
Auxiliary Coolant Heater				
	PH0831	Teleflex	Proheat Coolant Heater Assembly	1
8130083	085410	N/Flyer	Clamp, Air Intake	1
8130084	051262	N/Flyer	Clamp, Saddle, Exhaust	1
8192692	10B06016	N/Flyer	Bolt, 3/8-16 X 1	4
1111705			Locknut, 3/8-16	4
8230050	260701	N/Flyer	Hose, Arimid, 1.5 I.D.	1
	TACH-150	Thermopo		
8193709	50W06000	N/Flyer	Washer, Flat, SS, 3/8	4
8234424	05GRC2747715P	Gooding	Elbow, Hose	1
HVAC				
	T11-M114 Kit	TK	Kit, TK Rehab	1
8120037	28470	N/Flyer	Kit, Adaptor Marine Pump	1
8113510	150289-21	Ametek	Pump, Marine	1
	280334	N/Flyer		
8133629	6388445	N/Flyer	Valve. Heater Assembly	1

ADDENDUM # 5

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8130001	268827	N/Flyer	Valve, Assembly Supply	1
8120039	251583	N/Flyer	Valve, Assembly 0.88 Bypass	1
1480011	5240A82Z00	Vapor	R134A	5 lbs
1485300	204-476	TK	Grease	A/R
Engine/Electrical				
8383548	3102904	Cummins	Clamp, V-Band	1
8351679	102012	Davco	Filter, Davco 5 to 10 Micron	1
	FS-19763	FleetGuard		
8351690	39119405	FleetGuard	Sensor, Water in Fuel	1
	257069	N/Flyer		
8320020	6341684	N/Flyer	Filter, Air Intake	1
	70402B	Cummins		
8234439	WF2121	FleetGuard	Filter, Water	1
8330508	6343760	N/Flyer	Filter, Oil Air Separator	1
	24252	AirPower		
8233655	043573	N/Flyer	Cylinder, Ether	1
8443512	805361-10	DANAC	Assembly, Drive Shaft	1
	129960	N/Flyer		
8403582	6353948	NF	VALVE: PROPORTIONAL	1
8403536	P164378	BERENDS	Filter, Hydraulic System	1
	275163	N/Flyer		
	6401960	N/Flyer	Seal, O Ring	1
8413550	262286	N/Flyer	Hose, Vent	6 ft
8233626	261964	N/Flyer	Sensor, Low Coolant (Vansco)	1
8233841	4928568	Cummins	Sensor, Low Coolant 3 Pin (Cummins)	1
	397194	N/Flyer		
3109304	1555	ALPHAWIR	Wire, 18 Gauge Red	5 ft
	8522	BELDENMF		
6804151	12048074	DELPHI	Terminal, Socket	3
8304683	12110293	PACKARDDELPHI	Connector, 3 way Female Metri- Pac 150	1
	15324973	PACKARDDELPHI		
7800129	68275-R	PIONEER	Conduit, Convoluted .35 ID	5 ft
8234446	070883AE	Flambeau	Bottle, Coolant Overflow 6 QT	1
8233849	003335	N/Flyer	Tube, Overflow	A/R
3730093	AAA-2724	Stant	Cap: Surge Tank	1
	N24600	Nova		
	10237	Barbee		
1389590	10B12040	N/Flyer	SCREW: CAP, 3/4-10 X 2-1/2 HEX HD GR-8	2
	11N12000	N/Flyer		

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

8481617	20W12000	N/Flyer	Washer, Flat 3/4	8
8393729	21N12000	N/Flyer	Nut, Hex Jam 3/4	2
8320010	40N12000	N/Flyer	Nut, hex Lock 3/4 UNC	2
	GN7F	ENDRIES		
8023645	211953	N/Flyer	Strip, Bumper Isolation	2

BOM-003

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Radiator				
8233520	262525	N/Flyer	Assembly, Radiator, CAC, Oil Cooler	1
	1A19881	Modine		
	DR3317-00	Diesel Rad		
8233646	034528	N/Flyer	Hose, Hump, 2.5	2
1929205	CT-300L	Breeze	Clamp, Breeze, 2.25 - 3.13	4
8481695	116935	N/Flyer	Hose, CAC, Convoluted	4
1921109	CT-450L	Breeze	Clamp, Breeze, 3.75 - 4.63	8
8233706	000633	N/Flyer	Bushing, Upper, Radiator Mounting	4
1380363	General Material		Bolt, 7/16-14 X 2-3/4	2
1120056	General Material		Washer, Flat, 7/16	4
8320009	40N07000	N/Flyer	Locknut, 7/16-14	2
8233916	8110071	N/Flyer	Mount, Center, Bonded	8
8234265	267373	N/Flyer	Washer, Fender, .5 X 2.00	8
1121060	General Material		Washer, Lock, 3/8	8
8403725	011298	N/Flyer	Washer, Radiator, Lower	8
1380307	General Material		Bolt, 3/8-16 X 2	8
8093588	5962618	N/Flyer	Seal, 1/8 X 1" X 12 Ft. (\$.36 per Ft.)	1

BOM-004

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
DPF				
	E 145-12-2-09-6259	ESW Group	Kit, ThermaCat-e Active 3+ DPF	1
	02002098	ESW Group	Kit, Mounting Hardware	1

BOM-005

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Front Air Rides				
7690124	5956376	N/Flyer	Connector Assembly, 1/2-1/4	2
	VS68NTA-8-4	PARKER		
	38-079	Motion		
8233842	5956114	N/Flyer	Elbow, 90 Degree, Street, 1/4 X	2

ADDENDUM # 5

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

			1/4	
8393731	042440	N/Flyer	Locknut, 3/4-16	4
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
8073513	W01-W35-9385	FIRESTN	Front Air spring	2
	055089	N/Flyer		
1041522	E0E4	ENDRIES	Bolt, 3/4-16 X 3-1/4"	2
	11B12052	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	8
	30W08000	N/Flyer		
8393573	8112182	N/Flyer	Bumper, Front Suspension	2
1041524	10B06012	N/Flyer	BOLT: HEX, 3/8-16 X 3/4"	4
	LY20	ENDRIES		
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	10B08016	N/Flyer	Bolt, 1/2-13 X 1"	8
8393569	048689	N/Flyer	Bracket, Front Leveling Valve	1
Front Rods				
8073519	6313766	N/Flyer	Lateral Rod Bushing Kit	1
	070 048 028 000	ZFLEMFOR		
8073521	062 480 005 000	ZFLEMFOR	Lateral Rod Bushing Kit	1
	6313767	N/Flyer		
8393578	6322936	N/Flyer	Radius Rod Bushing	2
8393548	NC08	ENDRIES	Locknut, Prevailing Torque, 3/4-10	2
	042439	N/Flyer		
8393549	21MS	ENDRIES	Bolt, 3/4-10 X 3-1/2	2
	050867	N/Flyer		
8393571	0GA9	ENDRIES	Street Side, Bolt, M18 X 60MM	2
	048548	N/Flyer		
8393581	E2QN	ENDRIES	Curb Side, Bolt, M18 X 80MM	2
	048549	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8393572	J749	ENDRIES	Locknut, M18	4
	048556	N/Flyer		
8393718	018147	N/Flyer	Bolt, Special	2
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
6510032	018145	N/Flyer	Locknut, Special Bolt	2

ADDENDUM # 5

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8393562	280539	N/Flyer	Mount Assembly	2
8393570	J3JV	ENDRIES	Locknut, M24 X 1.5	2
	050874	N/Flyer		
1121068			Washer, Lock, 7/8	4
1041524	LY20	ENDRIES	Bolt, 3/8-16 X 3/4"	4
	10B06012	N/Flyer		
8393579	JJJ1	ENDRIES	Bolt, M24 X 1.5MM X 90MM	2
	055166	N/Flyer		
1384296			Bolt, 1/2-13 X 1-3/4	2
1384277			Bolt, 1/2-13 X 3-1/4	6
8393582	J1C2	ENDRIES	Washer, Lock Plate	2
	050968	N/Flyer		
8403708	20W08000	N/Flyer	Washer, Flat, Hardened, 1/2	14
8393580	J3TQ	ENDRIES	Shim	4
	050844	N/Flyer		
8900022	20W06000	N/Flyer	Washer, Flat, Hardened, 3/8	4
1121060			Washer, Lock, 3/8	4
8403531	280494	N/Flyer	Assembly, Idler Arm for Drag Link	1
Front Leveling Valve				
8393533	280000	N/Flyer	Front Leveling Valve	1
	52321-Q285	BARKSDAL		
1572611	218P-4	PARKER	Plug, Pipe, 1/4	1
	G127951	N/Flyer		
8190099	5953778	N/Flyer	Elbow, 90 Degree, 3/8 O.D. X 1/4	1
8193727	1474-6B	FAIRVIEW	Elbow, 45 Degree, 3/8 O.D. X 1/4	1
	5946710	N/Flyer		
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4	1
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20 X 1	2
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	6
1111958			Locknut, 1/4-20	2
8190174	241216	N/Flyer	Link Assembly	1
8192695	2D3L	ENDRIES	Nut, 1/4-20	2
	10N04000	N/Flyer		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	2
	30W04000	N/Flyer		
Front Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1

ADDENDUM # 5

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

	SY3-12VDC	BERENDS		
1576641	218P-6	PARKER	Plug, 3/8	1
	G127952	N/Flyer		
8481647	5952463	N/Flyer	Elbow, 90 Deg, 3/4 O.D. X 1/2 PT	1
8192676	5956113	N/Flyer	Adapter, 3/8 MPT X 1/2 FPT	1
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1
	5994473	N/Flyer		
8190115	1469-6A	FAIRVIEW	Elbow, 90 Deg, 3/8 O.D. X 1/8 PT	1
	5956098	N/Flyer		
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8330126	5945146	N/Flyer	Bushing, 3/8 X 1/8	1
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	2
	5955934	N/Flyer		
1041525	22S00016	ENDRIES	Bolt, 10-24 X 1, SS	4
	22S00016	N/Flyer		
8190179	216P-6	PARKER	Nipple, 3/8 PT	1
	G443980	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
8190181	5990188	N/Flyer	Cross, Pipe, 3/8 FPT	1
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
	0EL2	ENDRIES	Washer, Flat, #10	2
	10W00000	N/Flyer		
1041526	GKXC	ENDRIES	Bolt, 10-32 X 1/2, SS	2
	23S00008	N/Flyer		
	0EU0	ENDRIES	Washer, Lock, #10	2
	30W00000	N/Flyer		
8190116	5959924	N/Flyer	Nipple, 1/8 PT	1
Rear Shocks				
8393547	116434	N/Flyer	Shock Absorber Assembly	4
	90-2102SPI	KONI		
8393558	042588	N/Flyer	Mount Assembly Bolt Bar	8
1120029			Washer, Flat, 3/8	16

ADDENDUM # 5

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

1111706			Locknut, 3/8-24	16
Rear Air Rides				
8393694	009594	N/Flyer	Rear Air Spring	4
	W01-W35-9127	KONI		
8890098	9420171PK	UCP	Nut: Stamped, 1/2"-20, Spring Steel	4
	9420171	MOHAWKMF		
8890099	107827PK	UCP	Nut, Stamped 3/4" X 16 Spring Steel	4
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	16
	30W08000	N/Flyer		
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2 X 1/4	4
	5956376	N/Flyer		
8393741	010380	N/Flyer	Bumper, Suspension, Rear Suspension	2
8393555	278901	N/Flyer	Spacer, Bumper Suspension	2
	30W06000	N/Flyer	Washer, Lockwasher 3/8"	4
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	LY26	ENDRIES	Bolt, 1/2-13 X 1	16
	10B08016	N/Flyer		
Rear Rods				
8393520	6314857	N/Flyer	Upper Radius Rod Bushing Kit	2
	070.480.013.000	ZFLEMFOR		
8393527	070.400.007.000	ZFLEMFOR	Upper Radius Rod Bushing Kit	2
	6346587	N/Flyer		
8393708	6322757NFA	N/Flyer	Lower Radius Rod Bushing	2
	6322757	N/Flyer		
8393712	6313765	N/Flyer	Lower Radius Rod Bushing Kit	2
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	12
8393561	28FK	ENDRIES	Bolt, 3/4-10 X 4	8
	10B12064	N/Flyer		
8393560	2CSV	ENDRIES	Bolt, 3/4-10 X 3-1/2	4
	10B12056	N/Flyer		
8393709	5944550	N/Flyer	Lock Strap	2
8393710	10B12032	N/Flyer	Bolt, 3/4 X 2	4
Rear Leveling				

ADDENDUM # 5

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

Valve				
8393532	228742	N/Flyer	Rear Leveling Valve	2
	52321-Q232	BARKSDAL		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	4
	30W04000	N/Flyer		
8192695	2D3L	ENDRIES	Nut, 1/4-20	4
	10N04000	N/Flyer		
8010109	245315	N/Flyer	Link Assembly	2
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20	4
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	12
1111958			Locknut, 1/4-20	4
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4 MPT	2
8760045	2225-4	PARKER	Tee, Pipe, Brass	2
	5952468	N/Flyer		
8193727	1474-6B	FAIRVIEW	Elbow, 45 Deg, 3/8 O.D. X 1/4 MPT	1
	5946710	N/Flyer		
8682545	800375	BENDIXWE	Single Check Valve	1
	5957963	N/Flyer		
8192677	5946719	N/Flyer	Adapter, Tee	1
8190170	234815	N/Flyer	Elbow, 45 Deg, 1/2 O.D. X 1/4 PT	1
8190169	085269	N/Flyer	Elbow, 90 Deg, 1/2 O.D. X 1/4 PT	2
8190099	5953778	N/Flyer	Elbow, 90 Deg, 3/8 O.D. X 1/4 PT	1
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, Street, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2-1/4	5
	5956376	N/Flyer		
Rear Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1
	SY3-12VDC	BERENDS		
8300459	14S00020	N/Flyer	Screw, PH Cross, SS, 10-24	4
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
1576641	218P-6	PARKER	Plug, 3/8 NPT	1
	G127952	N/Flyer		
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1

ADDENDUM # 5

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

	5994473	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	1
	5955934	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8190178	204559	N/Flyer	Nipple, 3/8 X 1/8	1
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8190177	VS279NTA-6-2	PARKER	Elbow, 45 Deg, 3/8 O.D. X 1/8 O.D.	1
	121586	N/Flyer		
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
Doors				
	6001013828	Vapor	Entrance Door Repair Kit	1
	6001013829	Vapor	Exit Door Repair Kit	1
1121009			Washer, Lock SS 1/4	8
8080346	50N04000	N/Flyer	Nut, Hex SS 1/4" - 20 UNC, Exit Door	8
8403762	50W04000	N/Flyer	Washer, Flat SS 1/4"	8
8080317	268489	N/Flyer	Bolt, Carriage 1/4" - 20 UNC X 2" LG. SS,	8
Body				
7540162	16262	AUVECO	Rivet, Nylon, Ribbed Shank	35
	90221A12	MCMMASTER		
8020032	320324	N/Flyer	PLATE: PIVOT, ASM; SPORTWORKS VELOPORTER	1
	100530 - SPR	SPORTWRK		
Driveshaft Access Panel				
	6400528	N/Flyer	Access Panel Kit	1
Wheelchair Ramp				
	45864	Ricon	Ramp Repair Kit	1
	70-0160-5476-2	3M	Primer 94	as needed
	70-0705-4946-7	3M	Safety-Walk Brand Edge Sealing Compound	as needed
Front Wheelwell Modification				
1903001	1582A231	McMaster	Hinge, Piano, 19"	1

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

SC - 19

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BOM-007				
SEAT INSERT FOR BUS 1000 AND 1305 THRU 1429				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
8103696	151934NSNUHE(91500)	AMSEATIN	Insert, Transverse Seat Bottom-Bus 1000 and 1245 thru 1429	27
	6359567	N/Flyer		
8103519	151936NSNUB1	AMSEATIN	Onsert, Longitudinal Seat Bottom-Bus 1000 and 1245 thru 1429	12
	6355409	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
Back Inserts				
8103520	150803NSNUB1	AMSEATIN	Logitutinal Seat Back 1000 & 1305-1429	8
	6355408	N/Flyer		
8103521	150803NSNTL5	AMSEATIN	Logitutinal Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355410	N/Flyer		
8103522	150801NSNTL5	AMSEATIN	Transverse Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355411	N/Flyer		
8103524	150801NSNUB1	AMSEATIN	Transverse Seat Back 1000 & 1305-1429	23
	6355413	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		

NOTE: Seat clips must be reused extra hold downs to replace lost or broken parts.

ADDENDUM # 5

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BOM-008				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8303521	5940337	N/Flyer	SWITCH: PARKING ELECTRICAL	1
	228750	BENDIXCOM		
8190118	045564	N/Flyer	Switch, Pressure 1 PSI	1
	78628-BB-01	HOBBS		
8243518	5964273	N/Flyer	SWITCH: STOP LIGHT	1
	286404	BENDIXCOM		
8183510	8112560	N/Flyer	SWITCH: LOW PRESSURE, NORMALLY OPEN	1
	76052-20	HOBBS		
8193509	5963964	N/Flyer	VALVE: RELEASE, QUICK	1
	229859	BENDIXCOM		
	641429	Nova		
8192671	6353331	N/Flyer	ASSEMBLY: BRAKE RELAY VALVE	1
	RKN28056	MERITOR		
3680016	084456	N/Flyer	VALVE: ABS, REGULATING VALVE ABS	4
	R955397	MERITOR		
	N26735	Nova		
	22900500	Optima		
8193523	5996782	N/Flyer	VALVE: ASSEMBLY, EMERGENCY BRAKE	1
	281481	BENDIXCOM		
8193522	5963962	N/Flyer	BRAKE: ASSEMBLY, PARKING BRAKE CONTROL	1
	284171	BENDIXCOM		
8183519	010263	NF	TREADLE: BRAKE TREADLE & PLATE ASSEMBLY	1
	107915N	BENDIXCOM		
HVAC				
8303717	015697	NF	SWITCH: DEFROSTER/HEATER INSTALLATION	1
8113582	015696	NF	KNOB: HEATER/DEFROSTER	1
8113534	083515	NF	ASSEMBLY: DRIVER'S FAN - 24V	1
8113511	6350889	NF	BLOWER: ASSEMBLY, HEATER/DEFROSTER	2
	15-1980	MOBILECL		
8113632	266202	NF	ASSEMBLY: HEATER/DEFROSTER, 24V	1
	MOBILECL	12-6036		
Electrical				
8300195	130985	N/Flyer	Cylinder, Assembly 50 lbs	2

ADDENDUM # 5

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8303755	302528	N/Flyer	Slider: Radio Box with Lock	4
6800052	12015792	Packrdel	Connector, 2-way, Male	1
7294416	12010300	DDC	Plug	2
	102904	N/Flyer		
3800112	DT04-3P	Deutsch	Receptacle, 3-way, DT Series	1
8304773	114017	Deutsch	Plug, Sealing Connector, DT Series	3
8290017	5925959	NF	SWITCH: TURN SIGNAL	2
8303557	254212	NF	SWITCH: DIMMER, DRIVER'S FOOT CONTROLS	2
8300364	22S04012	NF	SCREW: HEX SS 1/4" - 20 UNC X 3/4" LG	4
	51w04000	NF	WASHER: LOCK SPRING TYPE SS 1/4"	8
8343519	22S04024	NF	SCREW: HEX SS 1/4" - 20 UNC X 1-1/2" LG	4
	J147	ENDRIES		
8020168	048116	NF	SPACER: NYLON 3/4" THK., DRIVER'S FOOT	4
	RGOR	SPAENAU		
8080531	10S00016	NF	SCREW: FH CROSS, RECESS, SS, #10-24 X 1"	4
	0860	ENDRIES		
8234358	14S00016	NF	SCREW: PH CROSS RECESS SS #10 - 24 X 1"	4
	14S00016	WURTHADAM		
8343517	10S04016	NF	SCREW: FH CROSS RECESS SS 1/4" - 20 X 1"	11
	0868	ENDRIES		
8343515	20B05016	NF	BOLT: HEX SS 5/16" - 18 UNC X 1" LG	6
	X204	ENDRIES		
8020231	20B05036	NF	BOLT: HEX SS 5/16" - 18 UNC X 2-1/4" LG	3
8343508	056681	NF	ACCELERATOR: ASSEMBLY, ELECTRONIC	1
	350827	WILLIAMS		
8243519	114045	NF	SWITCH: DIMMER, DASH LITES	1

BOM-009

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
EMP Mini Hybrid				
	2020032085AA18	EMP	Kit, EMP Mini Hybrid MH8	1

BOM-010

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
IVN2 Replacement Kit				
	100-816-0000	Clever Devises	IVN2 Replacement Kit	1

BOM-011

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
LED Dome Lamp Retrofit Kit				
	LRS84001	Pretoria	LED Retofit Kit for CTA NF D40LF	1
	LED-R-NFL40CTA-S	Hadley		

NOTE TOTAL OF 450 KITS**WARRANTY**

Warranties in this Contract are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the CTA each completed bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

Engine basic warranty is 2 years

Engine extended warranty is 3 years or 250,000 miles;

Engine Warranty to include but not limited to:

Turbo, Coolers, Sensors, Valves, Heads, Crank, Cam, Rods, Piston, Fuel Pumps, Water Pump, Vibration Dampeners, Thermostats, Mounting Hardware and Gaskets.

ZF TRANSMISSION

Transmission basic warranty is 1 year

Transmission extended warranty is 1 year

THERMACAT WARRANTY

Standard EPA aftertreatment warranty 5 years or 100,000 mile whichever comes first.

EMP Warranty:

EMP Mini Hybrid MH8 Warranty shall be 3 years. EMP Mini Hybrid MH8 warranty to include but not limited to:

Power steering pump, Bypass water pump, Radiator, Charged air cooler, Electric fans and controllers, Associated hardware, Piping, Brackets and any progressive damage related to failed EMP components.

Clever Warranty:

Clever's IVN2 Replacement Kit shall have a base warranty of one (1) year.

Clever's IVN2 Replacement Kit shall have a two (2) year extended warranty. Warranty to include but not limited to IVN4, TCH/DVI, ODK4, harnesses cables and brackets.

SUBSYSTEMS

Other subsystems shall be warranted to be free from defects and related defects for one year or 50,000 miles, whichever comes first. Other subsystems are listed below:

- a. **Heating, ventilating:** Roof and/or rear main unit only, including floor heaters and front defroster.
- b. **AC unit and compressor:** Roof and/or rear main unit only.
- c. **Door systems:** Door operating actuators and linkages.
- d. **Air compressor**

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

SUBSYSTEMS(continued)

- e. **Air dryer**
- f. **Wheelchair ramp**
- g. **Alternator:** Alternator/regulator.
- h. **Radiator/Charger air cooler:** Radiator/Charger air cooler including core, tanks and related surrounding framework and fittings.
- i. **Hydraulic systems:** Including radiator fan drive and power steering as applicable.
Transmission cooler

SERIAL NUMBERS

Upon delivery of each bus, the Contractor shall provide a complete electronic list, using Microsoft Excel, of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to:

- a. engines
- b. transmission/electric drive
- c. alternator
- d. starter
- e. air compressor
- f. coolant heater

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the CTA prior to delivery of the first overhauled bus.

EXTENSION OF WARRANTY

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

VOIDING OF WARRANTY

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence or an accident or repairs. The warranty also shall be void if the CTA fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the OEM maintenance manuals and if that omission caused the part or component failure. The CTA shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

EXCEPTIONS AND ADDITIONS TO WARRANTY

The warranty shall not apply to the following items:

- a. scheduled maintenance items
- b. normal wear-out items
- c. items furnished by the CTA

SUPERIOR WARRANTY

The Contractor shall pass on to the CTA any warranty offered by a component supplier that is superior to that required herein. The Contractor shall provide a list to the CTA noting the conditions and limitations of the Superior Warranty not later than the start of production. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

PASS-THROUGH WARRANTY

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver. Contractor shall state in writing that the CTA's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Chicago Transit Authority to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the CTA. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

FLEET DEFECTS

A 'Fleet Defect' is defined as cumulative failures of any kind in the same components in the same or similar application where such items are covered by the warranty and such failures occur during the warranty period in the specified proportion of the buses under this Contract. For a failure of a component provided under the "Overhaul" program on the CTA, New Flyer, 1000 Series Bus of a quantity of buses returned to revenue service in excess of 50 buses, the 'fleet defect' shall be applicable on failures exceeding twenty (20) percent.

The Contractor shall correct a "Fleet Defect" under the warranty provisions defined in "Repair Procedures, Page SC-23." After correcting the defect, the CTA and the Contractor shall mutually agree to and the Contractor shall promptly undertake the complete a work program reasonably designed to prevent the occurrence of the same defect in all CTA, New Flyer, 1000 Series Buses overhauled under this Contract. Where the specific defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of such component on all of the buses "Overhauled" under this Contract via a mutually agreed arrangement.

If the 'fleet defect' occurs on a major component wherein the 'structural integrity' of the Bus may be compromised as determined by the CTA, the 'warranty period' for all "Overhauled" buses shall return to day one upon the repair, replacement or change to all such components and run for an additional twelve (12) month period.

REPAIR PROCEDURES

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the CTA will allow the Contractor or its designated representative to perform such Work. At its discretion, the Chicago Transit Authority may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

REPAIRS BY THE CONTRACTOR

If the Chicago Transit Authority detects a defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a defect from the CTA. The CTA shall make the bus available to complete repairs timely with the Contractor's repair schedule.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

REPAIRS BY THE CONTRACTOR(continued)

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the CTA's option, the Contractor may be required to remove the bus from the CTA's property while repairs are being affected. If the bus is removed from the CTA's property, repair procedures must be diligently pursued by the Contractor's representative.

REPAIRS BY THE CHICAGO TRANSIT AUTHORITY

If the CTA performs the warranty-covered repairs, it shall correct or repair the defect and any related defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the CTA may use Contractor-specified parts available from its own stock if deemed in its best interests.

The CTA may require that the Contractor supply parts for warranty-covered repairs being performed by the CTA. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the CTA from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a CTA handling charge.

DEFECTIVE COMPONENT RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant within five (5) days of the receipt claim. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the "Warranty Processing Procedures, Page SC-27".

FAILURE ANALYSIS

The Contractor shall, upon specific request of the CTA, provide a failure analysis of ~~Fleet Defect~~ or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS

The CTA shall be reimbursed by the Contractor for labor. The amount shall be determined by the Chicago Transit Authority for a qualified mechanic at a straight time wage rate of \$127.51 per hour, which includes fringe benefits and overhead adjusted for the CTA's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the CTA's service garage at the time the Defect correction is made. If the straight time wage rate increases during the contract period, then those rates will apply.

REIMBURSEMENT FOR PARTS

The CTA shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus eighteen and one half (18.5) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to CTA. If the handling cost percent increases during the contract period, then that percentage will apply.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

REIMBURSEMENT REQUIREMENTS

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the CTA submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The CTA may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the CTA with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor, Page SC-25."

~~If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, The item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the CTA.~~

WARRANTY PROCESSING PROCEDURES

The following list represents requirements by the Contractor to the CTA for processing warranty claims. One failure per bus per claim is allowed.

- a. total vehicle life mileage at time of repair
- b. date of failure/repair
- c. CTA item number and description
- d. component serial number
- e. description of failure
- f. all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

FORMS

The CTA's forms will be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and CTA.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

RETURN PARTS

When returning defective parts to the Contractor, the CTA shall tag each part with the following:

- a. bus number and VIN
- b. claim number
- c. part number
- d. serial number (if available)

TIMEFRAME

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

REIMBURSEMENTS

Reimbursements are to be transmitted to the following address:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661-1498

Attn.: Treasury Cashier Facility

CTA INSPECTION

The CTA Representative and/or Inspector shall inspect each mid-life "Overhaul Bus" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor pursuant to accepting the Bus for revenue service. Each mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and accepted by the CTA may be invoiced in accordance with the price(s) listed on the Proposal Page (P-1) under the Payment terms defined herein or as stipulated by the CTA, whichever is most favorable to the CTA. Any mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and determined to be unacceptable by CTA shall be re-worked and completed within a reasonable period of time after such rejection. The re-work of an unacceptable bus shall not be counted in the number of installations as per the "Float Schedule, Page SC-9".

PAYMENT

Payments will be made in accordance with the terms of this Contract (Net 30 days) and/or Contractor's invoice(s), whichever is most favorable to the CTA. Payment date(s) shall be calculated from receipt of invoice or final acceptance of goods or service, whichever is later.

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.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

PROMPT PAYMENT TO SUBCONTRACTORS(continued)

- 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.

BASIS OF CONTRACT AWARD

If awarded, Contract shall be made to the lowest responsive and responsible bidder. Bids will be evaluated on the basis of the lowest fixed price per kit and lowest fixed price per corresponding labor on Price Proposal Pages P-1 & P-2 through P3

CTA reserves the right to award a contract for all items on Price Proposal Pages P-1 & P-2 through P3 or individual contracts on the basis of total fixed price for any combination of BOM line items with corresponding labor, such as but not limited to:

- . BOM 1,2,3,4,8 and 10 with corresponding labor for each.
- . BOM 1,2,4,8,9 and 10 with corresponding labor for each.
- . BOM 5 and 6/7 with corresponding labor for each.

Also, CTA reserves the right to award individual contracts for each BOM with or without corresponding labor component.

DOCUMENT PREPARATION

One (1) copy of this bid package is included. A copy shall be returned in its entirety with original signatures. It is not intended that this document be taken apart. Handwritten proposals are acceptable. If you disassemble the packages for duplicating purposes, take special precaution to reassemble the pages in order, and include all pages as they were originally bound.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACTUAL AUTHORITY

This Contract shall, under no circumstances grant Contractor exclusivity for providing the items and/or services as specified in this Contract and/or added during the term of this Contract. In addition, this Contract shall not prejudice the right of the CTA to seek competitive bids on such items and/or service, which cannot be provided by the Contractor in an expedited manner that are required to meet CTA needs to maintain service to the riding public during the term of this Contract that have been found to be available from alternate acceptable sources. If items are determined to be available from other sources (not identified as an O.E.M. maintenance and repair part and/or an approved equal part), such items may be purchased at will to meet CTA immediate needs and subsequently obtained through appropriate CTA procurement procedures, as applicable.

PROPRIETARY INFORMATION

All CTA specifications, drawings, blueprints, Photostats and all other information furnished to the Contractor in connection with this Order are and shall remain the property of the CTA. Contractor will keep the same confidential and will not use or reproduce the same except for the performance of this Order, and on completion or termination of this Order or upon the written demand of the CTA, Contractor shall return same. CTA reserves the right to withhold final payment until such return is made.

APPROVED MANUFACTURER

The manufacturer and/or supplier currently listed hereinafter for any part contained within a sub-kit, along with the applicable manufacturer part number, if any, is the **ONLY** approved or recommended manufacturer or supplier for the item(s) listed in this Section of the Special Conditions and further referenced within the Detailed Specification № CTA 9985-10 9985-12B.

It shall be the Bidders total responsibility to provide the actual approved part number as referenced in Special Conditions Page(s) (SC-10 to SC-23) of this solicitation. These sheets are to be included in the bid package.

SUPERSEDED PART NUMBERS

If the manufacturer's part number (as listed in the SC -10 to SC - 23, Approved Manufacturer) is determined to be incorrect and/or the 'part number' has been superseded by an updated or new part number, the Bidder must provide the correct/updated information in the space(s) indicated on the Special Conditions Page(s) (SC-10 to SC-23) and indicate such change accordingly. CTA has the option and right to verify all superseded manufacturer part number(s). The CTA will not automatically approve and/or accept superseded manufacturer part numbers listed in the Price Proposal(s).

Acceptance and/or rejection of any superseded part number is subject to proper review and approval by Technical Services- Bus.

Each part, item, component or assembly which has a superseded part number WILL NOT be automatically accepted or approved by the CTA. All superseded part numbers are subject to a 'first issue' inspection which may be conducted by CTA, Quality Control. If a superseded part number has been accepted and approved after review by Quality Control, its 'new manufacturer part number' reference will be added to the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

SUPERSEDED PART NUMBERS(continued)

If such an item has been judged to be unacceptable by appropriate Quality Control personnel and/or Technical Services - Bus, as appropriate, the superseded part number WILL NOT be included as part of the referenced Contract.

Any manufacturer part number superseded during the term of this Contract, MUST BE submitted to the Manager, Technical Services - Bus prior to shipment under this Contract. If, after inspection and evaluation, the superseded part number is approved, the superseded part number will be added to the Contract and Contractor shall ship any remaining balance due to the CTA. Any shipment of an item for inspection and/or subsequent return to the Contractor after disapproval is the responsibility of the Contractor.

TERMINATION FOR DEFAULT

CTA may, by written notice of default to the Contractor, terminate the whole or any part of this Contract 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 if the Contractor fails to perform any of the other provisions of the 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 10 (ten) days (or such longer period as the Purchasing Manager or designee may authorize in writing) after receipt of notice from the Purchasing Manager or designee specifying such failure.

In the event that CTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CTA shall not limit Procuring Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, CTA may procure, upon such terms and in such manner as the Purchasing Manager or designee may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to CTA for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by CTA shall be at the Contract price. CTA may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Purchasing Manager or designee determines to be necessary to protect CTA against loss because of outstanding liens or claims of former lien holders.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

TERMINATION FOR DEFAULT(continued)

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CTA.

The rights and remedies of CTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

COMPLIANCE WITH LAWS, REGULATIONS AND CODES

If any part of this Specification shall be at date of issue, or shall later become, in non-conformity with current or future City, County, State and Federal Laws and/or Codes or Regulations, because of material or requirements specified herein, the 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 [5] years after completion of this Contract.

SUBSTITUTION AND/OR CHANGE OF PARTS BY THE CTA

CTA shall have the exclusive right during the term of this Contract to substitute, remove and/or change particular parts numbers within each of the sub-kits. Such change, removal and/or change shall be warranted by the fact it has been determined by appropriate CTA Representatives the parts have been; 1) included in a sub-kit incorrectly, 2) the wrong part number was included in the sub-kit and should be different, and; 3) the quantity required as listed I the sub-kit is incorrect. If it has been determined one of the aforementioned conditions occur, CTA and Contractor will resolve the issue to the satisfaction of both parties.

WAIVER

A waiver by the CTA of a breach of any provision hereof by Contractor or CTA failure to insist on strict performance or observance by Contractor of any provision of this Contract or CTA's rights in any one or more instances, shall not constitute a waiver by CTA in any other instance.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CTA CHANGES

Any proposed change in this Contract shall be submitted to the Chicago Transit Authority for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

A. Right to Change Services.

The CTA may at any time or from time to time, order additions, deletions, or revisions to the Work. If the Contractor does not have written authorization from the CTA to proceed with Changed Work, then the Contractor will not be compensated for any Changed Work.

All Changed Work must be executed under applicable conditions of the Contract Documents. It is agreed by the Contractor that any change resulting in Changed Work will be paid for items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of a Change Order.

In the event of a decrease in the Work, the CTA will not pay for lost or anticipated profits resulting from partial or complete deletions of the Work and an equitable decrease of the Total Contract Price and Schedule will be made to reflect the terms of the Change Order as determined by the CTA.

B. Proposed Changes in Work.

The process for Changed Work is as follows. Bus Engineering will request the Contractor to submit a proposal for Changed Work. The Contractor shall submit a proposal within sixty (60) days after receipt of the Engineer's request or such shorter time as the Engineer may set forth in the request for Changed Work.

In the alternative, if the Contractor chooses to propose Changed Work, the Contractor must submit notice of such request to the CTA for its prior written approval. The CTA may choose to request Contractor to submit a Proposal within a specified time period after receiving Contractor's notice.

The Contractor's proposal shall set forth any changes to the Total Contract Price and Contract Time, in the opinion of the Contractor, to perform the Changed Work. The CTA may or may not choose to authorize the Contractor to perform the Changed Work as identified in the Proposal.

1. Proceed Orders and Change Orders.

Proceed Order - If the CTA orders Changed Work, and the Contractor and the CTA agree on an adjustment, if any, to the Total Contract Price, Contract Time, and/or Technical Specifications, the CTA will issue a Proceed Order. The General Manager, Purchasing agreement to an adjustment under this Section is subject to final approval as required by the CTA's ordinances, regulations, and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Contractor to proceed with the Changed Work for which the Contractor and the General Manager, Purchasing propose in writing an adjustment in price, time and/or Technical Specifications, if applicable.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CTA CHANGES(continued)

Proceed Orders will not entitle the Contractor to compensation or any other adjustment to the Technical Specifications until the Proceed Order is incorporated into a Change Order(s).

2. Change Order - The CTA may issue a Change Order as authorization for the Changed Work and/or for payment or time extension, or both. The CTA may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Work to be performed under the Contract or Work performed in accordance with previously authorized Proceed Orders. The Contractor cannot be compensated for any Work authorized through a Proceed Order until a Change Order is executed.
3. Directive Order - If the CTA orders Changed Work, and the Contractor and the CTA have not agreed on an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, the General Manager, Purchasing will issue a Directive Order directing Contractor to perform the Changed Work. The General Manager, Purchasing, may determine an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, for the Changed Work. The decision of the General Manager, Purchasing, will be final and binding, subject only to DISPUTES. The Contractor shall perform the Changed Work as directed in the Directive Order. The Contractor's refusal or failure to proceed promptly with the Changed Work as directed shall constitute an event of default.

SUSPENSION OF WORK

The Chicago Transit CTA may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the CTA.

The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

EXCUSABLE DELAYS/FORCE MAJEURE

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the CTA or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the CTA subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the CTA as described below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The CTA reserves the right to rescind or shorten any extension previously granted, if subsequently the CTA determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the CTA will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the CTA within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the CTA within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The CTA shall make its determination within thirty (30) calendar days after receipt of the application.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by the CTA in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the CTA. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- a. Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the CTA in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the CTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- e. Transfer title to the CTA and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or un-fabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the CTA.
- f. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the CTA to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- g. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- h. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the CTA has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CTA to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Chicago Transit Authority" shall be substituted in lieu thereof.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DISPUTES

Any dispute concerning a question of fact arising under the Contract Documents that is not resolved by an agreement between the CTA and the Contractor will be decided by the General Manager of Purchasing. The General Manager of Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor.

The decision of the General Manager of Purchasing will be final and binding on the Contractor unless, within thirty (30) days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the CTA's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Contractor unless the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Contractor waives all right to seek judicial review. Nothing in this relieves the Contractor from diligently proceeding with the Work under the Contract, as directed by the CTA.

OBLIGATION TO COMPLY WITH STATE AND FEDERAL LAW AND REGULATIONS AND CHANGES

The Contractor must at all times comply with all applicable IDOT, RTA and FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (18) dated October 2011 between the Authority and FTA, and any agreements between IDOT and RTA and RTA and CTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply will constitute a material.

CHANGES OF LAW

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Chicago Transit Authority and the Contractor and the final Contract price will be adjusted upwards or downwards to reflect such changes in Law, provided however, that no such price adjustment will be made for existing laws and regulations which include effective dates after the Proposal Due Date. Any such price adjustment is subject to audit.

GOVERNING LAW AND CHOICE OF FORUM

The Contractor hereby irrevocably submits to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

GENERAL NONDISCRIMINATION CLAUSE

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

CONFLICTS OF INTEREST

No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Work or the carrying out of the Work to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

In accordance with 41 USC § 22, the Contractor agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising here from.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and subcontractors presently have no interest and must not acquire any interest, direct or indirect, in the Work to which this Contract pertains, which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest must be employed by the Contractor.

The Contractor is prohibited from performing any work or services for the Authority under this contract that conflict with work or services that the Contractor performs under any other contract with the Authority. Such conflicts include, but are not limited to, design work for the Project under another contract, supervision or management for the Project under another contract, and review or audit work for the Project under another contract. The restrictions in this paragraph are applicable to all subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the CTA is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the CTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department Transportation, the State of Illinois or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS(continued)

Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the CTA shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data. Lines 2 to end of paragraph are off by one space on the left margin.

The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

NOTE: FTA does not require contractors to flow down these requirements to Subcontractors.

AMENDMENT

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the CTA and Contractor, and specifically referencing this Contract.

WAIVER

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

REMEDIES NOT EXCLUSIVE

The rights and remedies of the CTA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

COUNTERPARTS

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

CTA ETHICS ORDINANCE

The Contractor must comply with the CTA's Ethics Ordinance posted on CTA's website at http://www.transitchicago.com/assets/1/procurement/ethics_code_2009.pdf, the provisions of which are hereby incorporated into this Contract. The Contractor agrees that, any Contract negotiated, entered into, or performed in violation of the Ethics Ordinance must be void as to the CTA.

SEVERABILITY

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

THIRD-PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

ASSIGNMENT OF CONTRACT

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

INDEPENDENT PARTIES

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the CTA.

INTELLECTUAL PROPERTY INDEMNIFICATION

The Chicago Transit Authority shall advise the Contractor of any claim or impending patent suit related to this Contract against the Chicago Transit Authority and provide all information available. The Contractor shall defend any claim suit or proceeding brought against the Chicago Transit Authority based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all Chicago Transit Authority damages and costs resulting therefrom, excluding incidental and consequential damages. In case said equipment, or any part thereof, is in such suit claimed to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Chicago Transit Authority the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DATA RIGHTS**Proprietary Rights/Rights in Data**

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- a. Shop drawings and working drawings
- b. Technical data including manuals or instruction materials, computer or microprocessor software
- c. Patented materials, equipment, devices or processes
- d. License requirements

The Chicago Transit Authority shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the Chicago Transit Authority to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Chicago Transit Authority has the right to reverse engineer patented parts and software.

The Chicago Transit Authority reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

ACCESS TO ONBOARD OPERATIONAL DATA

The Chicago Transit Authority grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

ASSURANCE OF COMPLIANCE WITH 49 CFR PART 26

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.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CONFIDENTIAL INFORMATION

The Chicago Transit Authority shall employ sound business practices no less diligent than those used for the Chicago Transit Authority's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in, Illinois laws, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Chicago Transit Authority in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

PARTS AVAILABILITY GUARANTEE

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least twelve (12) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Chicago Transit Authority are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Chicago Transit Authority, within eight (8) hours of the Chicago Transit Authority's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Chicago Transit Authority are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Chicago Transit Authority, within seven (7) days of the Chicago Transit Authority's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority. The Contractor's design and manufacturing documentation provided to the Chicago Transit Authority shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - a. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Chicago Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
5. Payrolls and basic records. (I) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT(continued)

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A Proposer must submit to the Authority the appropriate Buy America certification with all Proposals or bids on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

OBLIGATION TO COMPLY WITH THE INSPECTOR GENERAL ORDINANCE

The Contractor agrees to comply with all of the requirements of CTA's Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Contract to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Contractor agrees to cooperate fully and expeditiously with the CTA's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subcontractors of the Contractor.

SURVIVAL

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the CTA may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- a. "Intellectual Property Indemnification"
- b. "Data Rights"
- c. "Indemnification"
- d. "Governing Law and Choice of Forum"
- e. "Disputes"
- f. "Confidential Information"
- g. "Parts Availability Guarantee"
- h. "Access to Records"

AUTHORITY PROPOSAL PROTEST PROCEDURE

CTA's protest procedures for all RFPs, IFBs and LIQs are available on-line in Chapter 15 of the following document:

[http://www.transitchicago.com/assets/1/procurement/Procurement_Poliy_and_Procedur es_Versions_2_1_\(3_8_12\).pdf](http://www.transitchicago.com/assets/1/procurement/Procurement_Poliy_and_Procedur es_Versions_2_1_(3_8_12).pdf)

Any protest regarding the solicitation, evaluation or award must be submitted in accordance with these protest procedures.

DAMAGES

CTA shall in no event be liable to Contractor for special, contingent or consequential damages.

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

NOTICE OF TIME EXTENSION AND ADDENDUM #4

Notice is hereby given that the bid opening date heretofore advertised as Friday, September 14, 2012 has been extended to Wednesday, September 26, 2012 no later than 11:00 A.M. in the Bid Office, 2nd Floor, 567 W. Lake, Chicago, IL 60661-1498 for the following items:

Req. C12FR101208860, Spec. No. CTA 1060-10
Definite-Delivery Contract for all Labor and Material for Complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine(429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred Twenty-Five (225), 1000 Series New Flyer Buses.

PROPOSAL GUARANTEE: 25% of Contract Amount

For additional information, please contact Richard Kurek, Sr. Procurement Administrator, 312/681-2469.

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

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

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. Acceptance of any bid is subject to concurrence by the Regional Transportation Authority and the United States Department of Transportation.

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President
Purchasing & Warehousing

August 30, 2012



Date: August 28, 2012

TIME EXTENSION AND ADDENDUM # 4

Subject: Requisition No. **C12FR101208860** - Definite-Delivery Contract for all Labor and Material for complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred [200], 1000 Series New Flyer Buses (1000-1429, except for 1005).

We are enclosing Addendum No. 4 for the subject requisition:

1. Remove the existing Detailed Specification 9985-12A Pages (D-1-D-15)
Replace with the new attached Detailed Specification 9985-12B Pages (D-1-D-17) identified as "Addendum No. 4".
* Note changes to the following sections 1.3, 2.2, 2.2.1, 5.1.4, 5.1.10, 5.1.10.1, 5.1.10.2, 5.1.10.3, 5.1.10.4, 5.1.10.5, 5.1.10.6, 5.1.10.7, 5.1.11, 5.1.12, 5.2.1, 5.2.4, 5.9.7, 5.9.7.1 & 5.9.8.
2. Remove the existing Bid Proposal Pages (P-1 – P-3)
Replace with the new attached Bid Proposal Pages (P-1 – P-3) pages identified as "Addendum No. 4".
3. Remove the existing Special Conditions Pages (SC-1 – SC-45)
Replace with the new attached Special Conditions Pages (SC-1 – SC-46) pages identified as "Addendum No. 4".
*** Note changes are the addition of BOM 9, 10 & 11 Pages (SC-22 & 23) and Basis of Contract Award Page (SC-29)
4. Remove the existing CTA Insurance and Bond Requirements
Replace with the new attached CTA Insurance and Bond Requirements pages identified as "Addendum No. 3".
5. Attached is the final list of BOM's. Per Page (SC-8) of the Special Conditions, please indicate (by circling) the item you propose to furnish on this contract.

The following question was inadvertently left off of addendum #3.

139. Question: It states on Page SC-1 that only an approved letter of credit form can be used. Bidder asked if they can get their form approved by CTA before offer submission.

Answer: Yes, this form is subject to review and approval by CTA prior to bid submission.

NOTE: CTA will entertain questions to the additions, IVAN2 replacement kit and EMP Mini Hybrid, on Addendum #4 only. Questions must be submitted via e-mail no later than Tuesday, September 4, 2012. CTA will respond to those questions by Tuesday, September 11, 2012.

Please acknowledge receipt of Addenda No. 1, No. 2, No. 3 and No.4 on the Proposal page titled Bidders Signature Page. Failure to acknowledge receipt of the four addenda may cause your bid to be non-responsive.

The bid opening date is being extended from Friday, September 14, 2012, 11:00 a.m., local Chicago time to Wednesday, September 26, 2012, 11:00 a.m., local Chicago time.

If you have any questions, please contact Mr. Richard Kurek of my office at (312) 681-2469.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Johnson', with a long horizontal flourish extending to the right.

David Johnson
General Manager, Purchasing

Enclosures (5)

cc: M. Popovic
R. Brokvist
K. Brosnan
Contract File (C12FR101208860)

CHICAGO TRANSIT AUTHORITY
DETAILED SPECIFICATION
FOR
OVERHAUL KITS AND/OR SERVICE OF THE 1000 THRU 1429
SERIES BUSES

SPECIFICATION NO. 9985-12B

1. SCOPE

- 1.1 This specification details the requirements for a contractor to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 series bus numbers 1000 thru 1429 New Flyer LFS 40 ft model buses. Bus 1005 is the prototype for this overhaul and will not be included.
- 1.2 The CTA's 1000-series buses are equipped with Cummins ISM06 CM875 model year diesel engines. If overhaul services are required, the Contractor shall remove and replace existing engine(s) with Cummins Recon® Brand remanufactured or brand new Cummins ISM06 engine(s). In addition, the ZF 6HP592C transmission shall be removed and replaced with an identical ZF Industries, Inc. authorized rebuilt transmission(s).
- 1.3 The contractor shall use and/or supply for this overhaul program the following eight (8) component kits:
- Kit one (BOM-001) shall include the engine package;
 - Kit two (BOM-002) shall include air system, HVAC, auxiliary heater, additional engine parts and electrical parts;
 - Kit three (BOM-003) shall include radiator parts;
 - Kit four (BOM-004) shall include a Diesel Particulate Filter (DPF) retrofit kit;
 - Kit five (BOM-005) shall include all suspension, body, ramp, entrance and exit door, and driveshaft access door parts;
 - Kit six (BOM-006) shall include seat insert parts;
 - Kit seven (BOM-007) shall include seat insert parts;
 - Kit eight (BOM-008) shall include additional air system, HVAC and electrical parts;
 - Kit nine (BOM-009) shall include EMP Mini Hybrid MH8 installation kit;
 - Kit ten (BOM-010) shall include all components and parts to replace Clever Devices IVN2 with IVN4, upgrade the TCH and ODK with new;
 - Kit eleven (BOM-011) shall include all components and parts to retrofit bus dome lamps to LED.

The CTA reserves the right to purchase any combination and quantity of overhaul kits required during the duration of the contract.

1. SCOPE (Cont.)

- 1.4 A complete repair/overhaul shall include; but not be limited to, removal and replacement of engine package, auxiliary heater, air system parts, suspension parts, ramp, entrance and exit door parts and HVAC parts. It shall also include a new radiator assembly and DPF retrofit kit.
- 1.4.1 The Contractor shall return vehicles completely repaired in compliance with this specification.
- 1.4.2 Notwithstanding the statements in this specification, the Contractor shall be held responsible for the repair and overhaul of the vehicles in a workmanlike and professional manner. All parts and assemblies must fit and function properly after installation.

2. OVERHAUL SERVICE

- 2.1 The contractor shall supply all labor and parts, if awarded. ALL PARTS SHALL BE NEW, OEM, UNLESS OTHERWISE SPECIFIED AS REMANUFACTURED, OR APPROVED EQUAL, AUTHORIZED BY CTA.
- 2.2 Hardware: Contractor shall supply all screws, bolts, nuts, washers and other types of fasteners used in the overhaul kits and/or service. All Hardware must be new and of proper size to ensure permanent fastening. All fasteners shall be zinc or cadmium plated or phosphate coated to prevent corrosion.
- 2.2.1 All bolts and nuts supplied shall be SAE Grade 8 or metric 10.9 only (unless specified otherwise).
- 2.3 The word "new" as used throughout this document shall be understood to mean a component or assembly that has not been previously used. The phrase 1000-series New Flyer shall be understood to mean bus numbers 1000 thru 1429.
- 2.4 Contractor is referred to the lists of parts/kits at the end of this specification marked as BOM-001, 002, 003, 004, 005, 006, 007 and 008 in the Special Conditions. Each BOM table list shows the item description, part number and item usage per bus on that specific system being overhauled.
- 2.5 The CTA reserves the right to add or delete part numbers as required.
- 2.6 The Contractor shall provide a secured area for the storage of parts furnished by or being returned to Chicago Transit Authority. Disposition of parts shall be made by CTA.

3. OVERHAUL KITS

- 3.1 If awarded, the contractor shall supply as requested overhaul parts/kits at the end of this specification marked as BOM-001, 002, 003, 004, 005, 006, 007 and 008 in the Special Conditions. Each BOM table list shows the item description, part number and item quantity per kit.
- 3.2 ALL PARTS SHALL BE NEW, OEM, UNLESS OTHERWISE SPECIFIED AS REMANUFACTURED, OR APPROVED EQUAL, AUTHORIZED BY CTA.
- 3.3 All repair kits shall be delivered to Chicago Transit Authority's South Shop facility or ~~third party specified by the CTA~~ in their original manufactures container.
- 3.4 Parts must be identified as OEM parts or CTA approved equals with the company's logo and part number on the individual parts or packaging.
- 3.5 A distributor supplying unmarked parts must provide authorized documentation with each order stating that these parts are genuine OEM or CTA approved equal parts. This documentation shall be on the manufacturer's letterhead, executed at the corporate level, and state the manufacturer will honor all warranties and product support as required for the item(s) supplied.
- 3.6 Deviations in the parts specified in the Contract Documents will not be accepted unless previously approved in writing by the CTA.
- 3.7 All kits provided shall be packaged in the original manufacturer's packaging, whenever possible, for kit identification and to prevent damage, distortion or other defects which may occur during shipping. All kits shall be labeled with the proper CTA item number and include a packing slip listing the quantity, description, and part number of each item supplied in the box.
- 3.7.1 All sub-kits within main kits called for in the BOM's shall be individually packaged within each main kits box, packed in separate packaging, and labeled in accordance with 3.7.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE

- 4.1 Contractor and/or Sub-contractor providing Recon® or Cummins ISM06 CM875 engine must be an Authorized Cummins Corporation Dealer or Distributor.
- 4.2 Contractor or its sub-contractor shall have sufficient plant capacity, machines, tooling, shop equipment and skilled labor to perform all work stated in this specification.
- 4.3 The CTA reserves the right to conduct an on-site visit to inspect the shop and facility of the Contractor, or its sub-contractors, as necessary to determine compliance and/or conformance to this specification requirement.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE (Cont.)

- 4.4 The entire interior area of the completed bus shall be thoroughly cleaned before delivery of the bus, so that it could be placed into immediate revenue service without delay. Any visible graffiti in the bus interior shall be completely removed.
- 4.5 All inside lighting fixtures and lenses shall be thoroughly cleaned. Any parts that need to be replaced shall be referred to the CTA inspector for disposition.
- 4.6 It is intended that the work be carried-out to completion with the utmost speed consistent with good workmanship.
- 4.7 CTA will provide to Contractor up to ten (10) buses to be used as floats for the duration of the contract.
- 4.8 Contractor shall perform all repair work at a shop within a fifty (50) mile radius of the intersection of Madison and State Street, Chicago, Illinois. CTA personnel shall transport the buses for repair work to the Contractor's repair facilities. The Contractor shall be liable for additional transportation charges for towing a bus; using a flatbed, if their repair facilities exceed the fifty (50) mile radius. Refer to the special conditions section of the contract documents for additional information.
- 4.9 Pre-award questions or any issue thereof regarding this contract and the specification shall be directed to the CTA's Procurement Administrator listed on the cover of the Contract Document.
- 4.10 After award of contract and during the bus overhaul period all questions regarding any parts or technical information required in this contract shall be directed to the Project Manager, 7801 S. Vincennes Ave., Chicago, Illinois 60620, tel. no. (773) 874-7100, ext 7224.
- 4.11 All buses leaving CTA property under this bus overhaul contract shall have a Shop Work Order, which identifies the overall condition of each bus. In certain cases, the Work Order will identify certain conditions (e.g. component repair or replacement, other than non-functional system, etc.) that may exist on the bus that are important to the Contractor prior to initiating the complete overhaul of the bus.
- 4.12 CTA's resident inspector(s) shall be stationed at the Contractor's or subcontractor's facility for the entire duration of the contract to ensure specification compliance and to resolve any issues pertaining to parts that are questionable as to whether it needs replacement or not.
- 4.13 If the Contractor discovers discrepancies not covered under this specification, they are to immediately notify the Contract Officer. The Contract Officer will ascertain if such discrepancies are necessary or required to be repaired under this contract and request Contractor to provide a detailed estimate of such repair.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE (Cont.)

- 4.14 Contractor may be required to furnish information to the Project Manager, which may include, but shall not be limited to:
- a. Copy of pick-up/delivery record;
 - b. Engine, transmission, coolant heater, etc. serial numbers;
 - c. Complete parts list with OEM part numbers;
 - d. Copy of the billing invoice.
- 4.15 Contractor shall indicate in their proposal the location of the repair facility. Contractor shall indicate in their proposal the name and telephone number of a person, who can be contacted for service during CTA normal business hours. CTA business hours are from 7:00 A.M. to 3:30 P.M., Monday through Friday.
- 4.16 The contractor must also meet the following requirements:
- The understanding of the functionality and the ability to repair and diagnose the CAN line as it pertains to the engine package (engine and transmission), HVAC and coolant heater;
 - Interpret wiring diagrams and Ladder logic.

5. DETAIL REQUIREMENTS

5.1 Engine

- 5.1.1 Replacement Parts (new)
- a. All applicable seals and gaskets;
 - b. All self-locking nuts, lock washers and locking fasteners;
 - c. All new filter elements shall be included and installed;
 - o The air filter shall be a CTA approved equal;
 - d. All premium grade silicone hoses refer to Detail Specification # CTA 4745. Silicone hoses shall be clamped at each end of the hose with new stainless steel constant torque clamps;
 - e. All hose clamps, Wiring wraps, clamps, bushings, fittings and insulators shall be replaced with new;
 - f. Air intake and CAC hoses (both sides);
 - g. Belts;
 - h. Air Compressor intake and discharge hose;
 - i. All parts designated as replacement if required shall be replaced with new;
 - j. Exhaust flex connector and clamps;
 - k. Charge air cooler
 - l. Hydraulic oil cooler.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.2 Contractor shall follow Cummins service manual for ISM06 CM875 model engine for removing, installing and adjusting all engine parts. Any deviations from these established procedures, clearances, tolerances, etc. contained therein shall not be permitted unless specifically stated in the specification or approved by the CTA inspector. Contractor shall refer to the Detail Specification No. 1060. For non engine related repairs the contractor shall refer to New Flyer maintenance manuals for SR1074, 1110, 1120 and 1126.
- 5.1.3 The engine manufacturing facility, processes, shop tools, equipment and calibration shall comply with the standards established by Cummins Corporation.
- 5.1.4 Each bus covered in this contract shall have its original Cummins ISM06 engine and ZF Industries transmission package removed and replaced with new and/or Cummins ISM Recon® remanufactured diesel engine and a rebuilt ZF Industries transmission. The engine package part number is Cummins #DR27071RXM280ZF #DR27012RXM280ZF. The only exceptions are noted below.
- 5.1.5 The replacement engine shall be the latest Cummins ISM06 diesel engine, which incorporates all the latest modifications (mechanical or electronic system), and other engine modifications done by Cummins that the CTA is unaware of. The replacement engines shall be certified to be in compliance with the applicable EPA emissions guidelines.
- 5.1.6 Contractor shall only use the following fluids identified as CTA approved (attachment A):

<u>Description</u>	<u>CTA L/N</u>	<u>Spec#</u>
Engine Oil	1481042	2921
Trans Oil	1485309	1036
P/S Oil	1481099	2142
Anti Freeze	1464725	137
Aviation Fluid	1481041	399
Grease	1482030	22

- 5.1.7 All fluid lines and air piping shall be supported to prevent chafing damage, fatigue failures, and tension strain. Lines shall be secured with heavy-duty, stainless steel, full silicone rubber clamps. All flexible lines shall be as short as practicable. Flexible hoses and fluid lines shall not touch one another, or any part of the bus.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.8 Wiring harnesses are to be properly routed and supported using full silicone rubber insulated P clamps. TY-RAPS® shall only be used to group or "bundle" the wiring but not for support.
- 5.1.9 Contractor shall drain and remove the radiator/CAC/oil cooler assembly. A new radiator/CAC/oil cooler assembly shall be installed. A new Fleetguard coolant conditioner shall be installed. A new coolant overflow bottle shall be installed. If original radiator design is used (attachment B) refer to CTA drawing S1-1765 for the brackets needed to mount the overflow bottle. Refill the coolant system with new anti-freeze as detailed in the latest version of CTA's Detailed Specification 137. Contractor shall follow latest Cummins and New Flyers procedure for refilling and pressure checking the coolant system.
- 5.1.10 EMP Mini Hybrid MH8 (Option)
- 5.1.10.1 CTA has the option for the contractor to install an EMP "miniHybrid" on CTA buses numbers 1000-1429, excluding bus 1005. EMP's miniHybrid system is an 8-fan thermal kit that replaces the existing mechanically driven hydraulic cooling system, BOM-009. This system has been tested to show improve horsepower, fuel economy, eliminate engine downtime and reduce the risk of thermal events. The system includes (but is not limited to):
- New power steering pump;
 - For vehicles with a ZF transmission, a bypass water pump;
 - Radiator/CAC;
 - Electric fans and controllers;
 - Associated hardware, piping, clamps, hoses, and brackets;
- 5.1.10.2 The mini hybrid system will use the current Niehoff alternator installed with the engine package. The hydraulic reservoir currently installed on the CTA 40' ft. buses shall be incorporated with EMP's new power steering pump system. Modification of existing part is not acceptable.
- 5.1.10.3 If CTA has installed AGM batteries, the voltage regulator shall be set at 29 volts.
- 5.1.10.4 EMP shall provide hardware and software to diagnosis the EMP system to CTA. In addition, the manufacturer shall interface with Clever Devices AVM system. It is the manufacturer's responsibility to obtain AVM certification from Clever. This includes but not limited to all hardware and software.
- 5.1.10.5 EMP shall provide all installation procedures, wiring diagrams and maintenance manuals for the installation.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.10.6 A pre-bid meeting/inspection will be scheduled at the Bus Heavy Maintenance Shop to familiarize potential Contractors with the EMP miniHybrid system, components, and installation package. Arrangements for Pre-Bid meeting/inspection shall be made through the Procurement Administrator listed on the front page of the Contract Document.
- 5.1.10.7 Refill the coolant system with new anti-freeze as detailed in the latest version of CTA's Detailed Specification 137. Contractor shall follow latest Cummins and New Flyers TSIB 10-01, rev A procedure for refilling and pressure checking the coolant system (attachment B). A new Fleetguard coolant conditioner shall be installed.
- 5.1.11 Once all components are removed from the engine compartment the Contractor is required to clean the engine compartment of all grease and dirt and inspect the structure for cracks. CTA has seen cracking in the bus structure for the engine compartment. If cracking is found it shall be brought to the CTA inspector for disposition.
- 5.1.12 Contractor shall install a DPF system following the manufacture's installation instructions.
- a. Contractor shall provide a separate identification tag (attached to the DPF), as well as an Installation Verification Record type form for each DPF installed on a bus to identify and track each DPF's warranty history. Forms shall be submitted to the Project Manager.
 - b. Contractor shall also provide to the Project Manager, a complete master list of the DPF serial numbers for those DPF's provided under this Contract. This list shall include, but not limited to: date of installation, bus number, engine serial number, back pressure test valve, DPF part number, and DPF serial number
 - c. For EPA and warranty purpose, installation of the DPF system shall be done by a certificated installer only.
- 5.1.12.1 The manufacturer supplying the aftermarket DPF (BOM-004) shall provide hardware and software to diagnosis DPF system to CTA. In addition, the manufacturer shall interface with Clever Devices AVM system. It is the manufacturer's responsibility to obtain AVM certification from Clever.
- 5.1.13 CTA is currently removing the Spinner filter, Contractor shall remove the Spinner filter, oil lines and air line if one is still installed on the vehicle. Once lines are removed, pipe plug fittings shall be used to plug lines.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.14 Contractor shall change all the hardware for both engine struts. Contractor shall follow New Flyer ITS 4656 (attachment C) for installation and adjusting the engine struts. CTA has seen structural cracking in the area of the A/C L-support bracket behind the curbside corner pillar. If cracking is found it shall be brought to the CTA inspector for disposition.

5.2 Transmission

- 5.2.1 The CTA's 1000-series buses are equipped with ZF transmissions. Contractor shall remove and replace each bus transmission covered in this contract with a completely remanufactured ZF or ZF authorized remanufactured transmission with ~~an~~ a new oil cooler. Contractor shall refer to the Detail Specification No. 5396 attached at the end of this document. The ZF transmission with cooler is included in the engine package. All clutch friction material and friction plates shall be replaced with new.
- 5.2.2 The CTA will provide the Contractor with at least four (4) units of either a completely rebuilt ZF transmission, or a combination of a rebuilt and core transmissions to be used as "float" units for the duration of the contract.
- 5.2.3 At the end of the contract period, Contractor shall return the "float" transmissions to the CTA as rebuilt transmission units.
- 5.2.4 A new ~~remanufactured~~ dynamically balanced propeller shaft with new universal joints shall be installed.

5.3 ProHeat Coolant Heater

- 5.3.1 The CTA's 1000-series buses are equipped with the ProHeat model M80 coolant heater.
- 5.3.2 Contractor shall remove and install a new ProHeat assembly. All new ProHeat assemblies shall have the validated software Rev level, TBD.
- 5.3.3 Contractor shall install a new 5 ply silicone elbow for the coolant heater water outlet.

5.4 HVAC System

- 5.4.1 The CTA's 1000-series buses are furnished with Thermo King model T11-M114 HVAC system. All repairs made to the HVAC system shall be made by a Thermo King certified technician. TK's service manual shall be followed for all repairs and adjustments.

5. DETAIL REQUIREMENTS (Cont.)

- 5.4.2 Contractor shall remove and replace the filter-drier with a new OEM filter-drier or CTA approved equal. To minimize the loss of refrigerant both hand valves shall be shut off prior to removal of the filter-dryer. Evacuate the filter-dryer and tubing between both hand valves. If the HVAC system is not working correctly or is in need of additional repair it shall be brought to the attention of the CTA inspector for disposition. The Thermo King configuration Rev level shall be checked and if not at the validated rev level "52V or 52Y" it shall be updated.
- 5.4.3 Contractor shall change all the parts included in TK's rebuild kit listed below:
1. Clutch Kit
 2. Clutch Seal Kit
 3. LPCO Switch
 4. HPCO Switch
 5. Discharge Temperature Switch
 6. Suction Transducer
 7. Evaporator Motor
 8. Discharge Transducer
 9. Water and Ambient Temperature Sensor
 10. Return Air Sensor
 11. Internal Seal
 12. Dust Seal for Nose Cone
 13. Condenser Motors
- 5.4.4 TK's rebuild kit includes a compressor acid kit to test the compressor oil. The compressor oil shall be tested first before any repair is started to the compressor. If the test fails or there are any other issues not covered in this specification, it shall be brought to the attention of the CTA inspector for disposition.
- 5.4.5 Contractor shall change the streetside and curbside heater blower assembly and the driver fan assembly. Also, the contractor shall change the front heater/defroster assembly.
- 5.4.6 Contractor shall change the evaporator motor, couplings and bushings. Parts are included in TK's repair kit. Contractor shall follow TK's procedure aligning the evaporator motor shaft and bushings.
- 5.4.7 Contractor shall follow CTA bulletin AS-26-482B (attachment D) for aligning and adjusting the AC compressor and belt tension.
- 5.4.8 Contractor shall grease the clutch bearing and both shaft bearings using Thermo King approved grease, CTA lot number 1485300.

5. DETAIL REQUIREMENTS (Cont.)

5.4.9 Each bus HVAC system shall then be checked and inspected per THERMO KING "ANNUAL BUS AIR CONDITIONING PREVENTIVE MAINTENANCE C INSPECTION" (attachment E). Contractor shall remove all debris from the condenser and evaporator coil and thoroughly clean both coils and all related parts in the rear HVAC unit following TK's procedure.

5.4.10 Contractor shall change the marine pump and solenoid valve assemblies.

5.5 Seat Inserts

5.5.1 Contractor shall remove and replace with new all seat inserts.

5.6 Suspension System

5.6.1 The bus suspension system shall be completely overhauled and a two wheel laser alignment shall be performed. All disassembled suspension component assemblies shall be put back together using new suspension hardware/fasteners.

5.6.2 Air Springs - The front and rear suspension air springs and mounting hardware shall be removed and replaced with new OEM air springs or CTA approved equal. All suspension fasteners shall use the inch system (Unified or American National Screw Threads), unless otherwise specified.

5.6.3 Upon completion of the air spring installation, the lower and upper mounting locations shall be checked/tested for air leakage using in-house air. No air leakage is permissible. If leakage is found on any of the air springs during the air leak test, the air spring shall be replaced. The system shall again be retested until a leak free system is established.

5.6.4 Contractor shall change all four suspension bumpers with new.

5.6.5 Leveling Valves - The front and rear air suspension leveling valves shall be removed and replaced with new OEM leveling valves, or CTA approved equal with new linkage. Note: The front and rear leveling valves are not interchangeable.

5.6.6 Radius Rods - The radius rods shall all be removed and inspected for bent tube(s), bushing bore cracks, and excessive bushing bore wear or elongation. Any radius rods with bushing bore elongation, cracks or deformation must be replaced with new OEM, or CTA approved equal. All rods with non-elongated bore(s) and no deformation or cracks could therefore be re-bushed with new OEM or CTA approved equal radius rod bushings and shall be reinstalled with associated new hardware. All new bushings shall be checked using a GO/NO-GO gauge provided by the CTA. Contractor shall also inspect the rear lower rod

5. DETAIL REQUIREMENTS (Cont.)

5.6.6 (Cont.)

mounting pin using a GO/NO-GO gauge provided by the CTA and notify the CTA inspector if found defective.

5.6.7 Kneeling Valves – Contractor shall remove and install new kneeling valves and solenoid. New Flyer ITS 3555 (attachment F) shall be followed for the rear valve installation.

5.6.8 Access Panel Curbside Shock – Contractor shall modify the access to the curbside shock; refer to CTA drawing S3-578 (attachment G).

5.6.9 Drive Shaft Access Panel – Contractor shall install a drive shaft access panel following New Flyers procedure (attachment H).

5.6.10 Air Valves – Contractor shall remove and install new brake treadle, parking brake valve, emergency brake release valve, relay valve, quick release valve and all ABS regulating valves.

5.7 Entrance and Exit Doors

5.7.1 Contractor shall refurbish the entrance doors utilizing the Vapor parts kit included in BOM-005. The entrance doors shall be adjusted correctly using Vapors maintenance manual. Vapor has supplied a procedure (attachment I) that shall also be followed. Vapors entrance door kit includes:

1. Doors seals
2. Door bearings
3. Rod pivots
4. Retainer
5. Brushes
6. Roller
7. Engine assembly
8. Collar
9. Pin
10. Mounting bracket

5.7.2 Contractor shall refurbish the exit doors utilizing the Vapor parts kit included in BOM-005. The exit doors shall be adjusted correctly using Vapors maintenance manual and diagnostic software confirming no fault exceptions. Vapor has supplied a procedure (attachment J) that shall also be followed. Vapor exit door kit includes:

1. Door seals
2. Retainer
3. Cylinder & valve assembly

5. DETAIL REQUIREMENTS (Cont.)

5.7.2 (Cont.)

4. Spring
5. Conduit & plate assembly
6. Gasket
7. Label

5.8 Ramp

5.8.1 Contractor shall refurbish the ramp by utilizing the Ricon parts kit included in BOM-004. Refer to Ricon's Modification Instructions (attachment K) for additional installation instructions. Note: steps 16 through 20 do not apply to CTA installation. Ricon ramp kit includes:

1. Lifting strap
2. Bushing kit
3. Solenoid
4. Relay
5. Heater Kit
6. Hydraulic hoses
7. Pillow block bearings
8. Safetread
9. Arm assemblies
10. Scuff plate and support
11. Proximity switches

5.8.2 Contractor shall change all safetread following Ricon's procedure. Contractor shall use Ricon's recommended Primmer (3M Primmer 94) and edge sealer (3M Safety-Walk Brand Edge Sealing Compound) for install the safetread following Ricon's procedure (attachment L).

5.8.3 The ramp shall be cleaned of all debris including the trim pockets. Contractor shall inspect the ramp to ensure the drainage holes are cleaned and present. Refer to New Flyer ITS 3234 (attachment M). If the contractor finds loose or damaged ramp trim or the ECM not potted they shall notify the CTA inspector for disposition.

5.9 Electrical

5.9.1 Contractor shall remove and install a rebuilt or new alternator and belt. The rebuilding of the alternator shall follow CTA specification 7958.

5.9.2 Contractor shall remove GeoGuidance brake monitoring following the procedure provided by CTA (attachment N).

5. DETAIL REQUIREMENTS (Cont.)

- 5.9.3 Contractor shall change both low coolant sensors. The engine's low coolant sensor shall be changed from a two pin to three pin following CTA's procedure provided by CTA (attachment O).
- 5.9.4 Contractor shall replace the locking sliders on the radio box trays using New Flyer IST 3185 (attachment P).
- 5.9.5 Contractor shall replace the accelerator pedal, turn signal switches, dimmer switches and pressure & stop switches with new.
- 5.9.6 Contractor shall remove the rear Event Data Recorder (EDR) and mount it horizontally using stainless steel rivnut and mounting hardware. Contractor shall use a template to mount the rear EDR in its new location referencing CTA drawing number S1-1766 (attachment Q).
- 5.9.7 The CTA's 1000 series buses are equipped with Clever Devices Intelligent Vehicle Network (IVN2) system. Contractor shall remove Clever Devices IVN2 and Transit Control Head (TCH) and install a new IVN4 and TCH/DVI, refer to BOM-010 for replacement kit part number, BOM-010. In addition, the ODK shall be removed and a new ODK4 shall be installed. All hardware, brackets, harness and cables shall be included to interface this new equipment with the current bus configuration. Clever Devices shall provide installation instructions and training. The removed INV2, TCH and ODK shall be returned to CTA. Total replacement kits 429.
- 5.9.7.1 Contractor shall deliver 21 additional IVN2 replacement kits to CTA for bus1005 and the 800 and 900 series New Flyer buses.
- 5.9.8 Contractor shall supply retrofit kits to convert interior dome lamps to LED. The minimum color temperature shall be 5000K using the Kelvin color scale. Each bus kit shall have the same bin rating to ensure color consistency per ANSI C78.377A (latest revision). Bin rating for all kits shall be controlled to a tight range. Contractor shall provide CTA bin ratings used for all kits. Retrofit kits shall include, but not limited to, LED lamps (tubes), drivers, supports, lenses and wire connectors, refer to BOM-011for retrofit kit part numbers. Contractor shall provide installation instructions and onsite training. Total retrofit kits 450.
- 5.10 Bus Body
- 5.10.1 Window vandal shields shall be inspected for damage and replaced as necessary.
- 5.10.2 Vendor shall change the bike ramp pivot plate assembly with new.

5. **DETAIL REQUIREMENTS (Cont.)**

5.11 **Paint**

5.11.1 Contractor shall repaint the entire exterior body of the bus, except the roof, with the original paint color scheme.

5.11.2 Before any paint application, the surfaces to be painted shall be properly prepared by washing or wiping the surface with an appropriate solvent. The painted surfaces are to be sanded to provide excellent paint adhesion of the topcoat. Care shall be taken that all hidden surfaces and crevices are thoroughly painted. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:

- A. Blisters or bubbles appearing in the topcoat film.
- B. Chips, scratches, or gouges of the surface finish.
- C. Cracks in the paint film.
- D. Craters where paint failed to cover due to surface contamination.
- E. Overspray.
- F. Peeling
- G. Runs or sags from excessive flow and failure to adhere uniformly to the surface.
- H. Chemical stains and water spots.

5.11.3 To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents. Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals.

5.11.4 Paint for the exterior of the bus be polyurethane automotive type or equal and shall match the following colors:

Color	CTA Lot No. VALSPAR p/n	
White	3540097	327 W 1916
Grey	3540096	327 N 1728
Black	3540095	327 K 090

Red Stripe, Blue Stripe, Logos and Numbers shall be reflective decal type, 3M Image Graphics Ruby Red 580-82 and Blue 580-75 or equal.

5.11.5 All old CTA logos and decals on all sides of the bus shall be removed and replaced with new logos and decals. CTA will furnish samples of all logos to the contractor.

5. DETAIL REQUIREMENTS (Cont.)

- 5.11.6 All old bus numbers located on all four sides shall be removed and replaced with a new identical bus number, size and color. Bus numbers located on the all four sides of the bus shall be reflective vinyl.

6. MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS)

- 6.1 If and when applicable, contractor personnel shall be required to utilize the CTA's Maintenance Management Information System (MMIS) in order to track and record any service or repair work done in or out of warranty on a CTA vehicle. If and when applicable, contractor personnel shall be required to access the MMIS system on a daily basis to identify and schedule any service, repair, or warranty work, as well as for any data entry or data maintenance work. If requested by the CTA, the contractor shall provide on a monthly basis, unless directed otherwise by the CTA due to a special situation, an Excel compatible spreadsheet detailing the nature of any work performed by the contractor on a CTA vehicle, including, but not necessarily limited to, an itemized cost of the work performed and any parts and their associated part numbers used.
- 6.1.1 If any contractor personnel requires training on the CTA's MMIS, then the CTA shall provide for the necessary MMIS training for contractor personnel. The CTA shall not provide any reimbursement to the contractor for any expenses incurred by the contractor for contractor personnel MMIS training.

7 WARRANTY

- 7.1 The contractor shall refer to the Special Conditions section of the Contract Document for detailed warranty requirements.

8. APPROVED AND NON-APPROVED ITEM INFORMATION

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

9. ADDITIONAL INFORMATION FOR POTENTIAL CONTRACTORS

- 9.1 Potential contractors requiring any additional information on any subject matter in the Contract Document shall only contact the CTA Procurement Administrator or Buyer whose name is stated in the Contract Document. Potential contractors who may require additional information from a person or persons potentially listed in the Special Conditions section of the Contract Document shall route their request only through the Procurement Administrator or Buyer. Potential contractors who contact any CTA personnel other than the Procurement Administrator or Buyer will be considered in violation of the provisions set forth in the Contract Document.

Distribution: Manager, Bus Technical Services

JSC/tb - Initial Specification – 05/18/12

JSC/TB – 2nd Revision-08/27/12

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

SCOPE OF WORK ("Work")

This is a Definite-Delivery Contract requirement to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429), with a minimum overhaul quantity of two hundred [200], 1000 New Flyer LFS 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

PERFORMANCE/PAYMENT BOND

The bidders shall furnish at its own expense performance security in the form of a cashier's check, or letter of credit in a form approved by the CTA **before offer submission**, or a performance bond, from a surety duly licensed to do business in the State of Illinois having a financial rating from A.M. Best Company of a "A VII" or better, in the amount of ~~twenty-five~~ **five** percent (25 **5**%) of the full amount of the Contract. The bond shall cover all of Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled and/or last bus has been delivered and accepted for service by the CTA.

INSURANCE

Insurance requirements are stipulated in a separate "Insurance Requirements" document. Bidders are advised that certified copies of required insurance policies are required before award of contract. Insurance Certificates are **NOT** acceptable.

DEFINITIONS

Unless defined otherwise herein, the following definitions apply to this Order and its attachments:

- (a) Chicago Transit Authority, CTA, Authority, and Buyer are synonymous herein.
- (b) Bidder, Seller, Vendor, Contractor and the company, organization or person(s) to whom the Order is addressed are synonymous herein.
- (c) Purchase Contract, Contract, Purchase Order and Order are synonymous herein.
- (d) Overhaul Kit, Master Kit, Part, Item, Kit, Component, Subsystem, Sub-assembly and Assembly are synonymous herein.

PROPOSAL PAGE PREPARATION

The Bidder is to quote a lump sum price for each overhaul kit they propose to furnish, along with a per bus labor price, on Proposal Pages (P-1 and P-2).

Bidder shall indicate name of company bidding, address, contact person, title, phone number, fax number, e-mail address and payment terms.

AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding from financial assistance contracts between the Regional Transportation Authority and the Chicago Transit Authority. CTA's obligation hereunder is contingent upon the availability of appropriate funds from which payment for the Contract purposes can be made. No legal liability on the part of CTA for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives notice of such availability and approval, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DEFINITE QUANTITY

- (a) This is a definite-delivery Contract for the purchase of labor and material specified in the "Scope of Work, Page SC-1" and effective for the period stated herein.
- (b) It is CTA's intention to purchase as many of the overhaul repair kits and or overhaul services of the New Flyer, 1000 Series Buses as possible. However, a minimum order quantity of two hundred ~~twenty-five~~ [225- 200] overhaul repair kits and or overhaul services of the CTA New Flyer, 1000 Series Buses shall be ordered.
- (c) The acceptance of an Offer for award, if any, shall be evidenced by a "Notice to Award" Contract in writing delivered in person, or by registered mail to the Bidder whose offer is accepted. Such "Notice to Award" shall obligate said Bidder to commence performance under the Contract and indicate the number of 'turnkey' overhaul repairs of the CTA New Flyer, 1000 Series Buses, which the CTA shall award.

BIDDER'S QUALIFICATIONS

The qualification requirements for a bidder only apply as relevant with respect to the equipment, parts and services proposed for award to that bidder.

I. Policy

This part prescribes policies, standards and procedures for determining whether prospective Bidders are judged to be responsible in the award of a proposed contract under consideration. Purchases shall be made from, and contracts shall be awarded to responsible prospective bidders only. No purchase or award shall be made unless the General Manager, Purchasing or designee makes an affirmative determination of responsibility.

A prospective Bidder must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors, if any, in accordance with the general standards set forth hereinafter.

II. General Standards

Prospective Bidders must -

- A. Have adequate financial resources that are satisfactory to the General Manager, Purchasing or designee to insure the successful performance of the Contract in compliance with the General and Special Conditions and the Detailed Specifications, as specified, and/or shall have the ability to obtain such financial resources specifically dedicated to the performance of this Contract;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and/or other CTA business commitments, if any;
- C. Shall have a satisfactory performance record of providing O.E.M. and/or CTA approval equal maintenance and repair parts for the New Flyer, 1000 Series buses and/or other acceptable manufactured parts of similar quality to the CTA and/or other similar transit agencies (See III.C.);
- D. Have a satisfactory record of integrity and business ethics;

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BIDDER QUALIFICATIONS (continued)

- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or demonstrate the ability to obtain them that are satisfactory to the General Manager, Purchasing or designee;
- F. Have the necessary facilities (including but not necessarily limited to warehousing space) specifically allocated to an on-going inventory of O.E.M. and/or CTA approved equal maintenance and repair parts for New Flyer, 1000 Series buses (associated with this Contract), equipment and other expertise, or demonstrate the ability to obtain them (See III.A.); and
- G. Be otherwise qualified and eligible to receive and award under applicable laws and regulations;
 - (1) CTA reserves the right to determine if Bidder meets the above contract requirement. CTA reserves the right to inspect a potential bidder's facilities; and
- H. Must demonstrate and/or provide a satisfactory record of previous performance in providing the parts described in the Master Schedule, Pages SC-10 through SC-23 Failure to provide such evidence within six (6) business days from date of written notice may render a Bid as "non-responsive".
- I. The Bidder, if requested by the CTA, must provide within four (4) days of such request, information addressing the following factors bearing on the responsibility of the Bidder and its ability to comply with terms of the contract Documents:
 - (1) The qualifications and experience of officers and key personnel, and how the Bidder intends to recruit additional personnel, if required;
 - (2) A list of contacts of similar magnitude and nature successfully performed by Bidder, including names and telephone numbers of owner representatives familiar with contract performance;
 - (3) Bank and credit references;
 - (4) A summary of pending litigation, (whether the Bidder is plaintiff or defendant), arbitrations (whether the Bidder is claimant or respondent), mediations, or other dispute resolution processes;
 - (5) A copy of the Bidder's audited financial statements for the prior three (3) years and most recent interim financial statement;
 - (6) Evidence that the Bidder has suitable financial assets to meet all obligations incidental to performance of the Contract;
 - (7) A list of all equipment required to perform this contract, specifying which equipment is currently owned or leased by the Bidder and how it proposes to obtain any additional required equipment;
 - (8) A description of all indebtedness, including the identification of creditors, judgments against the Bidder within the last five (5) years, repayment schedule, and significant characteristics;

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BIDDER QUALIFICATIONS (continued)

- (9) Evidence that the Bidder is licensed, bonded, and registered in compliance with ordinances, statutes, codes and regulations of municipality in which the work is to be performed;
- (10) Documentation that the Bidder has the appropriate technical experience and familiarity with the types of mechanical and maintenance work required to perform the work;
- (11) Evidence that the Bidder is not in arrears or default to the CTA upon any dept or contract, or is not a defaulter, as surety or otherwise, upon obligations to the CTA or has not failed to perform faithfully any previous contract with the CTA.

The provisions of this section also apply to past joint venture's agreements involving the Bidder and to the individual components of a joint venture submitting bids to this solicitation. Failure by the Bidder to address the matter contained within this section may result in the Bidder be rejected as non-responsible. The CTA reserves the right to request additional and supplemental information under the section and the Bidder must provide such information in the manner and time set by the CTA.

III. Applications of Standards**A. Regular Dealer**

- 1. A **regular dealer** means a person or organization that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and general conditions, as required under the contract are bought, kept in stock, and sold to other transit agencies in the general course of business.
- 2. A prospective bidder qualifies as a **regular dealer** if, upon request, it can show that it is a regular dealer dealing in the supplies of the general character offered to CTA. Included in this criteria are the following:
 - a. It has an establishment, or a leased or assigned space, in which it regularly maintains a stock of supplies in which it claims to dealer. If the space is in a public warehouse, it must be maintained on a continuing basis not a demand basis.
 - b. The stock maintained is a true inventory from which sales are made. This requirement is not satisfied by (i) stock unrelated to the supplies offered, or (ii) stock maintained primarily for the purpose of token compliance with this requirement, from which few, if any, sales are made.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BIDDER QUALIFICATIONS (continued)

- b. The supplies stocked are of the same general character as those offered and to be supplies under the Contract. To be of the same general character, the items to be supplied must be either identical with those in stock or be supplies for which other dealers in the same line of business would be an obvious source.
- d. Sales are made from stock on a recurring basis, are not only occasional, or constitute an exception to the usual operations of the business.
- e. Sales are made regularly in the usual course of business to other transit agencies, other than CTA, or to public transit organizations.

B. Ability to obtain resources

Except to the extent that a prospective bidder has sufficient resources or proposes to perform the Contract by subcontracting, the General Manager, Purchasing or designee may require acceptable evidence of the prospective contractor's ability to obtain required resources. Acceptable evidence normally consists of a commitment or explicit arrangement, which will be in existence at the time of the contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel.

C. Satisfactory performance record

A prospective bidder that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the General Manager, Purchasing or designee determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective actions. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. The General Manager, Purchasing or designee shall consider the number of contracts involved and the extent of deficient performance, if any, in each contract when making a determination.

- D. Have a minimum of 3 to 5 years of verifiable maintenance experience, including experience and knowledge of removing and installing a Cummins engine package with a ZF or Allison World transmission. In addition, must have sufficient facility capacity to accommodate the desired rate of production.

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT

It is the intent of this section that the following matters and all other major engineering considerations be settled to the satisfaction of the bidder and the CTA before submission of bids so that CTA may determine exactly what the bidder is offering. After award of a Contract, if any, the CTA recognizes no obligation to consider Contractor's proposal which should have been presented during the pre-bid period.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT(continued)

A Pre-Bid Meeting and Inspection will be held on Thursday **[July 5, 2012]**. The meeting will convene at **[10:00 A.M. (Central Standard Time)]** in the Chicago Transit Authority's **[South Shops Repair Facility]**, located at **[7801 South Vincennes Avenue, Chicago, Illinois 60620]**. Prospective Bidders are requested to submit written questions to the Senior Procurement Administrator, identified on the Title page, in advance of the Pre-Bid Meeting. In addition, questions may be submitted in writing up to Monday July 16, 2012. Responses will be shared with all prospective Bidders via an Addendum.

Prospective Bidders are reminded that any changes to the bid document will be by written addenda only, and nothing stated at the Pre-Bid Meeting and Inspection shall change or qualify in any way any of the provisions in the bid document and shall not be binding on the CTA.

CTA shall make available to all Bidders, the CTA New Flyer 1000 Series bus (Bus number 1005) for the purpose of performing an inspection of the equipment to determine necessary modifications, if any additions to the bus to properly implement the complete overhaul on each bus. This meeting shall be the only official general meeting for potential bidders to view the bus. The date, time and location for the Pre-Bid Meeting and Inspection of said bus is specified above.

QUESTIONS. CLARIFICATIONS AND OMISSIONS

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Senior Procurement Administrator, identified on the Title page. Bidders and their representatives shall not make any contact with or communicate with any member of the CTA, or its employees and consultants, other than the designated Senior Procurement Administrator, in regard to any aspect of this solicitation or offers. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing.

At any time during this procurement up to the time specified in "Pre-Bid Meetings & Inspection of Equipment, Page SC-3," Bidders may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the bid document, or any addenda to the bid document. Such written requests shall be made to the Senior Procurement Administrator.

Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the bid document, without a substantial increase in cost or time requirements.

If it should appear to a prospective Bidder that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the bid document or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or CTA law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the CTA within the time period specified above.

DATA AND INFORMATION

Questions regarding technical adjustments, settings, materials, procedures, or any problem that might arise during the bus overhaul should be addressed to the Project Manager, Mr. Tim Biocic, 7801 South Vincennes Avenue, Chicago, Illinois 60620, or (773) 874-7100, Ext. 7224.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

ADDENDA

The Chicago Transit Authority reserves the right to amend the bid document at any time. Any amendments to the bid document shall be described in written addenda. Notification of or the addenda also will be distributed to all such prospective Bidders officially known to have received the bid document. Failure of any prospective Bidders to receive the notification or addenda shall not relieve the Bidder from any obligation under the bid document therein. All addenda issued shall become part of the bid document.

Prospective Bidders shall acknowledge the receipt of each individual addendum in their bid document on the form Acknowledgement of Addenda. Failure to acknowledge in the bid document receipt of addenda may at the CTA's sole option disqualify the bid.

If the CTA determines that the addenda may require significant changes in the preparation of bids, the deadline for submitting the bids may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the CTA determines will allow Bidders sufficient time to revise their bids. Any new due date shall be included in the addenda.

STORAGE AND PROTECTION

Contractor shall have adequate storage facilities for buses that may be retained on his property. This storage area must be protected by some form of a Security System. Such System may be a watchman or an alarm system, certified by the Underwriters' Laboratories, and approve by the CTA to protect buses from vandalism and/or pilferage. The storage area shall be sufficiently large to accommodate a minimum of twenty [20] CTA, New Flyer, 1000 Series Buses. Adequate fire protection shall be provided by the Contractor. This fire protection system shall have the approval of the Underwriters' Laboratories, and approved by the CTA.

During cold weather (32 deg F or below), the Contractor shall provide storage facilities wherein the coolant in the bus cooling system will not freeze. Note: Bus engine may or may not have sufficient anti-freeze for proper protection. Contractor shall be required to add sufficient anti-freeze for protection.

PICK UP AND/OR DELIVERY OF BUSES

It shall be the Contractors responsibility to provide for any and all material (see Tables BOM 1 through BOM 11) Pages SC-10 through SC-23 and any other equipment and material as identified in Detail specification No. ~~9985-10~~ 9985-12B to complete the overhaul of the New Flyer, 1000 Series Buses, to include the replacement of any and all material, systems, subsystems and assemblies necessary and as required to complete the overhaul of each bus and enable the bus to return to revenue service after final acceptance by the CTA.

All material and equipment furnished under this Contract shall be new, OEM, or CTA approved equal to OEM, and all work shall be subject to inspection and testing by the CTA to the extent practicable at all times and places including the period during the complete overhaul of all New Flyer, 1000 Series Buses contracted for under this Contract, and in any event prior to the acceptance and/or surveillance of Contractor's inspection at the discretion of the CTA. At no time during the performance of this work is Contractor or Contractor's employees permitted to drive buses on public streets or highways.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

Prospective Bidders MUST upon the submission of their bid provide a detailed Bill of Material, (including description, manufacture & part number, etc.) consisting of all material and/or equipment that is specified to be replaced on each New Flyer, 1000 Series Bus (as specified in Detail Specification No. 9985-10 9985-12B). Prospective Bidders ~~need not~~ shall include a listing of those parts identified on BOM -1 through BOM -11 (Pages SC-10 through SC-23). In addition, the Prospective Bidders must submit the following:

1. Plan of Action on how you are to achieve the Float Schedule listed on page SC-9.
2. Quality Assurance Program.
3. List of Key Individuals (including resumes) responsible for making key decisions regarding Work.
4. Any other process, procedure or activity that would enable CTA to ascertain if the Prospective Bidder has sufficient competence for this overhaul repair Contract.

Any material designated for use during this project which shall be rejected by CTA for not conforming to these Specifications shall clearly be marked and so disposed of to ensure that such material will not be used, or offered for use again on subsequent buses unless accepted by CTA or individually so designated by CTA.

The Contractor shall provide office space, as necessary that is suitable to the CTA for use by CTA Inspector(s) during any visit to Contractor's facility to inspect the work under this Contract. Such office space shall be adequate for intended purpose and shall be furnished, have a telephone maintained, Wi-Fi available for inspector(s) laptop and cleaned and security protected, as necessary, by the Contractor in a manner equivalent to that provided by the Contractor for performing similar functions within his own shop office facilities.

During repair, a logbook documenting all inspections performed by the CTA Inspector(s) shall be maintained by him at the Contractor's facility. All inspections logged in shall then be signed and dated by the Contractor to ensure that Contractor is made aware of the problem(s), if any and if the Inspector has found any material or items that are found not conforming to the requirements of this Contract. Contractor shall separate all rejected material from material designated for use on a bus and notify CTA accordingly of their procedure for disposing of same.

In the event the work to be done under this Contract is performed outside the Chicago Metropolitan Area (any area greater than seventy-five (75) miles from 7801 South Vincennes Avenue, Chicago, Illinois), all reasonable costs (including transportation and lodging, if any) for a CTA inspector(s) shall be at the expense of the Contractor and in accordance with the Runzheimer meal, lodging, and transportation cost index (www.runzheimer.com) and shall not exceed an amount equal to a maximum of \$3,000 to be reimbursed to the CTA (per weekly occurrence) . Any cost over that stated above will be responsibility of CTA. The Inspector(s) may make visits to Contractor's facility at will during the duration of the "turnkey" overhaul of CTA, New Flyer, 1000 Series Buses.

CTA shall be responsible for the transporting of vehicles to the location in which the Contractor will perform the Scope of Work and/or to Contractor's facility provided such facility is located within a fifty (50) mile radius of the intersection of Madison and State Street, Chicago, Illinois. The CTA shall have sole responsibility for determining if the location in which the work is to be performed is within fifty (50) miles radius of the intersection of Madison and State Street, Chicago, Illinois.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

If work location or Contractor's facility is outside the aforementioned radius and/or Contractor's facilities are deemed to be outside the above listed radius, the Contractor shall be responsible for transporting the Buses to such site at their expense. The buses shall be transported using a flatbed type transport only.

Contractor shall notify CTA's Senior Procurement Administrator a minimum of twelve [12] business days prior to the date work is to commence. CTA shall deliver to the Contractor's facility a "Float" of ten [10] New Flyer, 1000 Series Buses for the purpose of performing a complete overhaul of each bus in accordance with the requirements of Detail Specification No. 9985-40 9985-12B and other required documents listed therein (including material identified on BOM -1 through BOM -11 Pages SC-10 through SC-23), if awarded, as applicable.

Overhaul work on the New Flyer, 1000 Series Buses shall begin as soon as the Contractor has all the parts which comprise the "Master Kit". However, work may begin at Contractor's option when he has sufficient parts to begin the overhaul work required and as specified under Detail Specification No. 9985-42A 40-9985-12B. The rate of completion of the 'turnkey' overhaul shall be up to six (6) buses per week at three [3] buses per each thirty (30) day period starting from a date of one hundred twenty (120) days after the Contractor is issued the "Notice to Proceed". All work shall be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

FLOAT SCHEDULE

Number of Days After Date of "Notice to Proceed"	Number of Buses Delivered/Made Available to Contractor	Total Number of Float Buses in Contractor's Possession
Fifteen [15] Days	2	2
Thirty [30] Days	3	5
Forty-Five [45] Days	5	10

Contractor shall commence the mid-life "Overhaul" of the New Flyer, 1000 Series Buses after Contractor is issued the "Notice to Proceed" or upon receipt of all appropriate material (identified on BOM -1 through BOM -11 Pages SC-10 through SC-23, if awarded) as necessary to effect such overhaul. Contractor shall complete the "Overhaul" work on the New Flyer, 1000 Series Buses in accordance with a schedule that would permit all buses under this Contract to be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

MASTER KIT

Bidders may propose the use of items that are not currently approved by the CTA but must obtain approval from Technical Services- Bus for all such items prior to use in the "Overhaul" of the New Flyer, 1000 Series Buses. If any item is disapproved by Technical Services- Bus, Contractor is required to use one of the currently approved parts for such work. Contractor is required to identify each item they intend on using during the "Overhaul". Items shall be in accordance with the tables as follows:

BOM-001				
Engine				
N/A	DR27012RXM280ZF DR27071RXM280ZF	Cummins	Engine W/ Package & Transmission	1
BOM-002				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8320174	3678606	Cummins	O-Ring, Discharge Fitting	1
	6339293	N/Flyer		
8330501	3103015	Cummins	Seal, Grommet, Air Comp Water Line	2
8190031	249580	N/Flyer	Muffler Tank Assembly	1
8190039	5952265	N/Flyer	U-Clamp, 3-1/2	2
1572612	222P 8-8	Parker	Adaptor, Brass 1/2 male/female	1
	700QBA15	G/White	Air Dryer Assembly	1
Auxiliary Coolant Heater				
	PH0831	Teleflex	Proheat Coolant Heater Assembly	1
8130083	085410	N/Flyer	Clamp, Air Intake	1
8130084	051262	N/Flyer	Clamp, Saddle, Exhaust	1
8192692	10B06016	N/Flyer	Bolt, 3/8-16 X 1	4
1111705			Locknut, 3/8-16	4
8230050	260701	N/Flyer	Hose, Arimid, 1.5 I.D.	1
	TACH-150	Thermopo		
8193709	50W06000	N/Flyer	Washer, Flat, SS, 3/8	4
8234424	05GRC2747715P	Gooding	Elbow, Hose	1
HVAC				
	T11-M114 Kit	TK	Kit, TK Rehab	1
8120037	28470	N/Flyer	Kit, Adaptor Marine Pump	1
8113510	150289-21	Ametek	Pump, Marine	1
	280334	N/Flyer		
8133629	6388445	N/Flyer	Valve. Heater Assembly	1

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8130001	268827	N/Flyer	Valve, Assembly Supply	1
8120039	251583	N/Flyer	Valve, Assembly 0.88 Bypass	1
1480011	5240A82Z00	Vapor	R134A	5 lbs
1485300	204-476	TK	Grease	A/R
Engine/Electrical				
8383548	3102904	Cummins	Clamp, V-Band	1
8351679	102012	Davco	Filter, Davco 5 to 10 Micron	1
	FS-19763	FleetGuard		
8351690	39119405	FleetGuard	Sensor, Water in Fuel	1
	257069	N/Flyer		
8320020	6341684	N/Flyer	Filter, Air Intake	1
	70402B	Cummins		
8234439	WF2121	FleetGuard	Filter, Water	1
8330508	6343760	N/Flyer	Filter, Oil Air Separator	1
	24252	AirPower		
8233655	043573	N/Flyer	Cylinder, Ether	1
8443512	805361-10	DANAC	Assembly, Drive Shaft	1
	129960	N/Flyer		
8403582	6353948	NF	VALVE: PROPORTIONAL	1
8403536	P164378	BERENDS	Filter, Hydraulic System	1
	275163	N/Flyer		
	6401960	N/Flyer	Seal, O Ring	1
8413550	262286	N/Flyer	Hose, Vent	6 ft
8233626	261964	N/Flyer	Sensor, Low Coolant (Vansco)	1
8233841	4928568	Cummins	Sensor, Low Coolant 3 Pin (Cummins)	1
	397194	N/Flyer		
3109304	1555	ALPHAWIR	Wire, 18 Gauge Red	5 ft
	8522	BELDENMF		
6804151	12048074	DELPHI	Terminal, Socket	3
8304683	12110293	PACKARDDELPHI	Connector, 3 way Female Metri- Pac 150	1
	15324973	PACKARDDELPHI		
7800129	68275-R	PIONEER	Conduit, Convoluted .35 ID	5 ft
8234446	070883AE	Flambeau	Bottle, Coolant Overflow 6 QT	1
8233849	003335	N/Flyer	Tube, Overflow	A/R
3730093	AAA-2724	Stant	Cap: Surge Tank	1
	N24600	Nova		
	10237	Barbee		
1389590	10B12040	N/Flyer	SCREW: CAP, 3/4-10 X 2-1/2 HEX HD GR-8	2
	11N12000	N/Flyer		

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8481617	20W12000	N/Flyer	Washer, Flat 3/4	8
8393729	21N12000	N/Flyer	Nut, Hex Jam 3/4	2
8320010	40N12000	N/Flyer	Nut, hex Lock 3/4 UNC	2
	GN7F	ENDRIES		
8023645	211953	N/Flyer	Strip, Bumper Isolation	2

BOM-003

CTA Lot No.	Mfr. Part No.	Mfr.	Description	Qty.
Radiator				
8233520	262525	N/Flyer	Assembly, Radiator, CAC, Oil Cooler	1
	1A19881	Modine		
	DR3317-00	Diesel Rad		
8233646	034528	N/Flyer	Hose, Hump, 2.5	2
1929205	CT-300L	Breeze	Clamp, Breeze, 2.25 - 3.13	4
8481695	116935	N/Flyer	Hose, CAC, Convoluted	4
1921109	CT-450L	Breeze	Clamp, Breeze, 3.75 - 4.63	8
8233706	000633	N/Flyer	Bushing, Upper, Radiator Mounting	4
1380363	General Material		Bolt, 7/16-14 X 2-3/4	2
1120056	General Material		Washer, Flat, 7/16	4
8320009	40N07000	N/Flyer	Locknut, 7/16-14	2
8233916	8110071	N/Flyer	Mount, Center, Bonded	8
8234265	267373	N/Flyer	Washer, Fender, .5 X 2.00	8
1121060	General Material		Washer, Lock, 3/8	8
8403725	011298	N/Flyer	Washer, Radiator, Lower	8
1380307	General Material		Bolt, 3/8-16 X 2	8
8093588	5962618	N/Flyer	Seal, 1/8 X 1" X 12 Ft. (\$.36 per Ft.)	1

BOM-004

CTA Lot No.	Mfr. Part No.	Mfr.	Description	Qty.
DPF				
	E 145-12-2-09-6259	ESW Group	Kit, ThermaCat-e Active 3+ DPF	1
	02002098	ESW Group	Kit, Mounting Hardware	1

BOM-005

CTA Lot No.	Mfr. Part No.	Mfr.	Description	Qty.
Front Air Rides				
7690124	5956376	N/Flyer	Connector Assembly, 1/2-1/4	2
	VS68NTA-8-4	PARKER		
	38-079	Motion		
8233842	5956114	N/Flyer	Elbow, 90 Degree, Street, 1/4 X	2

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

			1/4	
8393731	042440	N/Flyer	Locknut, 3/4-16	4
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
8073513	W01-W35-9385	FIRESTN	Front Air spring	2
	055089	N/Flyer		
1041522	E0E4	ENDRIES	Bolt, 3/4-16 X 3-1/4"	2
	11B12052	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	8
	30W08000	N/Flyer		
8393573	8112182	N/Flyer	Bumper, Front Suspension	2
1041524	10B06012	N/Flyer	BOLT: HEX, 3/8-16 X 3/4"	4
	LY20	ENDRIES		
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	10B08016	N/Flyer	Bolt, 1/2-13 X 1"	8
8393569	048689	N/Flyer	Bracket, Front Leveling Valve	1
Front Rods				
8073519	6313766	N/Flyer	Lateral Rod Bushing Kit	1
	070 048 028 000	ZFLEMFOR		
8073521	062 480 005 000	ZFLEMFOR	Lateral Rod Bushing Kit	1
	6313767	N/Flyer		
8393578	6322936	N/Flyer	Radius Rod Bushing	2
8393548	NC08	ENDRIES	Locknut, Prevailing Torque, 3/4-10	2
	042439	N/Flyer		
8393549	21MS	ENDRIES	Bolt, 3/4-10 X 3-1/2	2
	050867	N/Flyer		
8393571	0GA9	ENDRIES	Street Side, Bolt, M18 X 60MM	2
	048548	N/Flyer		
8393581	E2QN	ENDRIES	Curb Side, Bolt, M18 X 80MM	2
	048549	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8393572	J749	ENDRIES	Locknut, M18	4
	048556	N/Flyer		
8393718	018147	N/Flyer	Bolt, Special	2
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
6510032	018145	N/Flyer	Locknut, Special Bolt	2

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8393562	280539	N/Flyer	Mount Assembly	2
8393570	J3JV	ENDRIES	Locknut, M24 X 1.5	2
	050874	N/Flyer		
1121068			Washer, Lock, 7/8	4
1041524	LY20	ENDRIES	Bolt, 3/8-16 X 3/4"	4
	10B06012	N/Flyer		
8393579	JJJ1	ENDRIES	Bolt, M24 X 1.5MM X 90MM	2
	055166	N/Flyer		
1384296			Bolt, 1/2-13 X 1-3/4	2
1384277			Bolt, 1/2-13 X 3-1/4	6
8393582	J1C2	ENDRIES	Washer, Lock Plate	2
	050968	N/Flyer		
8403708	20W08000	N/Flyer	Washer, Flat, Hardened, 1/2	14
8393580	J3TQ	ENDRIES	Shim	4
	050844	N/Flyer		
8900022	20W06000	N/Flyer	Washer, Flat, Hardened, 3/8	4
1121060			Washer, Lock, 3/8	4
8403531	280494	N/Flyer	Assembly, Idler Arm for Drag Link	1
Front Leveling Valve				
8393533	280000	N/Flyer	Front Leveling Valve	1
	52321-Q285	BARKSDAL		
1572611	218P-4	PARKER	Plug, Pipe, 1/4	1
	G127951	N/Flyer		
8190099	5953778	N/Flyer	Elbow, 90 Degree, 3/8 O.D. X 1/4	1
8193727	1474-6B	FAIRVIEW	Elbow, 45 Degree, 3/8 O.D. X 1/4	1
	5946710	N/Flyer		
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4	1
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20 X 1	2
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	6
1111958			Locknut, 1/4-20	2
8190174	241216	N/Flyer	Link Assembly	1
8192695	2D3L	ENDRIES	Nut, 1/4-20	2
	10N04000	N/Flyer		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	2
	30W04000	N/Flyer		
Front Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

	SY3-12VDC	BERENDS		
1576641	218P-6	PARKER	Plug, 3/8	1
	G127952	N/Flyer		
8481647	5952463	N/Flyer	Elbow, 90 Deg, 3/4 O.D. X 1/2 PT	1
8192676	5956113	N/Flyer	Adapter, 3/8 MPT X 1/2 FPT	1
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1
	5994473	N/Flyer		
8190115	1469-6A	FAIRVIEW	Elbow, 90 Deg, 3/8 O.D. X 1/8 PT	1
	5956098	N/Flyer		
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8330126	5945146	N/Flyer	Bushing, 3/8 X 1/8	1
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	2
	5955934	N/Flyer		
1041525	22S00016	ENDRIES	Bolt, 10-24 X 1, SS	4
	22S00016	N/Flyer		
8190179	216P-6	PARKER	Nipple, 3/8 PT	1
	G443980	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
8190181	5990188	N/Flyer	Cross, Pipe, 3/8 FPT	1
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
	0EL2	ENDRIES	Washer, Flat, #10	2
	10W00000	N/Flyer		
1041526	GKXC	ENDRIES	Bolt, 10-32 X 1/2, SS	2
	23S00008	N/Flyer		
	0EU0	ENDRIES	Washer, Lock, #10	2
	30W00000	N/Flyer		
8190116	5959924	N/Flyer	Nipple, 1/8 PT	1
Rear Shocks				
8393547	116434	N/Flyer	Shock Absorber Assembly	4
	90-2102SPI	KONI		
8393558	042588	N/Flyer	Mount Assembly Bolt Bar	8
1120029			Washer, Flat, 3/8	16

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

1111706			Locknut, 3/8-24	16
Rear Air Rides				
8393694	009594	N/Flyer	Rear Air Spring	4
	W01-W35-9127	KONI		
8890098	9420171PK	UCP	Nut: Stamped, 1/2"-20, Spring Steel	4
	9420171	MOHAWKMF		
8890099	107827PK	UCP	Nut, Stamped 3/4" X 16 Spring Steel	4
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	16
	30W08000	N/Flyer		
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2 X 1/4	4
	5956376	N/Flyer		
8393741	010380	N/Flyer	Bumper, Suspension, Rear Suspension	2
8393555	278901	N/Flyer	Spacer, Bumper Suspension	2
	30W06000	N/Flyer	Washer, Lockwasher 3/8"	4
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	LY26	ENDRIES	Bolt, 1/2-13 X 1	16
	10B08016	N/Flyer		
Rear Rods				
8393520	6314857	N/Flyer	Upper Radius Rod Bushing Kit	2
	070.480.013.000	ZFLEMFOR		
8393527	070.400.007.000	ZFLEMFOR	Upper Radius Rod Bushing Kit	2
	6346587	N/Flyer		
8393708	6322757NFA	N/Flyer	Lower Radius Rod Bushing	2
	6322757	N/Flyer		
8393712	6313765	N/Flyer	Lower Radius Rod Bushing Kit	2
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	12
8393561	28FK	ENDRIES	Bolt, 3/4-10 X 4	8
	10B12064	N/Flyer		
8393560	2CSV	ENDRIES	Bolt, 3/4-10 X 3-1/2	4
	10B12056	N/Flyer		
8393709	5944550	N/Flyer	Lock Strap	2
8393710	10B12032	N/Flyer	Bolt, 3/4 X 2	4
Rear Leveling				

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

Valve				
8393532	228742	N/Flyer	Rear Leveling Valve	2
	52321-Q232	BARKSDAL		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	4
	30W04000	N/Flyer		
8192695	2D3L	ENDRIES	Nut, 1/4-20	4
	10N04000	N/Flyer		
8010109	245315	N/Flyer	Link Assembly	2
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20	4
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	12
1111958			Locknut, 1/4-20	4
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4 MPT	2
8760045	2225-4	PARKER	Tee, Pipe, Brass	2
	5952468	N/Flyer		
8193727	1474-6B	FAIRVIEW	Elbow, 45 Deg, 3/8 O.D. X 1/4 MPT	1
	5946710	N/Flyer		
8682545	800375	BENDIXWE	Single Check Valve	1
	5957963	N/Flyer		
8192677	5946719	N/Flyer	Adapter, Tee	1
8190170	234815	N/Flyer	Elbow, 45 Deg, 1/2 O.D. X 1/4 PT	1
8190169	085269	N/Flyer	Elbow, 90 Deg, 1/2 O.D. X 1/4 PT	2
8190099	5953778	N/Flyer	Elbow, 90 Deg, 3/8 O.D. X 1/4 PT	1
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, Street, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2-1/4	5
	5956376	N/Flyer		
Rear Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1
	SY3-12VDC	BERENDS		
8300459	14S00020	N/Flyer	Screw, PH Cross, SS, 10-24	4
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
1576641	218P-6	PARKER	Plug, 3/8 NPT	1
	G127952	N/Flyer		
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

	5994473	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	1
	5955934	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8190178	204559	N/Flyer	Nipple, 3/8 X 1/8	1
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8190177	VS279NTA-6-2	PARKER	Elbow, 45 Deg, 3/8 O.D. X 1/8 O.D.	1
	121586	N/Flyer		
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
Doors				
	6001013828	Vapor	Entrance Door Repair Kit	1
	6001013829	Vapor	Exit Door Repair Kit	1
1121009			Washer, Lock SS 1/4	8
8080346	50N04000	N/Flyer	Nut, Hex SS 1/4" - 20 UNC, Exit Door	8
8403762	50W04000	N/Flyer	Washer, Flat SS 1/4"	8
8080317	268489	N/Flyer	Bolt, Carriage 1/4" - 20 UNC X 2" LG. SS,	8
Body				
7540162	16262	AUVECO	Rivet, Nylon, Ribbed Shank	35
	90221A12	MCMMASTER		
8020032	320324	N/Flyer	PLATE: PIVOT, ASM; SPORTWORKS VELOPORTER	1
	100530 - SPR	SPORTWRK		
Driveshaft Access Panel				
	6400528	N/Flyer	Access Panel Kit	1
Wheelchair Ramp				
	45864	Ricon	Ramp Repair Kit	1
	70-0160-5476-2	3M	Primer 94	as needed
	70-0705-4946-7	3M	Safety-Walk Brand Edge Sealing Compound	as needed
Front Wheelwell Modification				
1903001	1582A231	McMaster	Hinge, Piano, 19"	1

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

1438804			Screw, Tapping 10-32 X 1/2 Type F	6
BOM-006				
SEAT INSERT FOR BUS 1001 THRU 1304				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
7600054	107964005NSNUB1	AMSEATIN	Insert, Seat Bottoms-Bus 1001 thru 1304	39
	6350971	N/Flyer		
	SKU-CUU-003927	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine SS #10-32 Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20
Back Inserts				
7600010	107962003NSNUB1	AMSEATIN	Seat Back 1001-1304	31
	6350970	N/Flyer		
	KSU-BKU-003925	KUSTSEAT		
8103515	107962003NSNTL5	AMSEATIN	Seat Back (W/C Logo) 1001-1304	8
	KSU-BKU-006175	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine, SS #10-32, Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20

NOTE: Seat clips must be reused. BOM includes extra hold downs to replace lost or broken parts.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BOM-007				
SEAT INSERT FOR BUS 1000 AND 1305 THRU 1429				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
8103696	151934NSNUHE(91500)	AMSEATIN	Insert, Transverse Seat Bottom-Bus 1000 and 1245 thru 1429	27
	6359567	N/Flyer		
8103519	151936NSNUB1	AMSEATIN	Onsert, Longitudinal Seat Bottom-Bus 1000 and 1245 thru 1429	12
	6355409	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
Back Inserts				
8103520	150803NSNUB1	AMSEATIN	Logitutinal Seat Back 1000 & 1305-1429	8
	6355408	N/Flyer		
8103521	150803NSNTL5	AMSEATIN	Logitutinal Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355410	N/Flyer		
8103522	150801NSNTL5	AMSEATIN	Transverse Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355411	N/Flyer		
8103524	150801NSNUB1	AMSEATIN	Transverse Seat Back 1000 & 1305-1429	23
	6355413	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		

NOTE: Seat clips must be reused extra hold downs to replace lost or broken parts.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BOM-008				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8303521	5940337	N/Flyer	SWITCH: PARKING ELECTRICAL	1
	228750	BENDIXCOM		
8190118	045564	N/Flyer	Switch, Pressure 1 PSI	1
	78628-BB-01	HOBBS		
8243518	5964273	N/Flyer	SWITCH: STOP LIGHT	1
	286404	BENDIXCOM		
8183510	8112560	N/Flyer	SWITCH: LOW PRESSURE, NORMALLY OPEN	1
	76052-20	HOBBS		
8193509	5963964	N/Flyer	VALVE: RELEASE, QUICK	1
	229859	BENDIXCOM		
	641429	Nova		
8192671	6353331	N/Flyer	ASSEMBLY: BRAKE RELAY VALVE	1
	RKN28056	MERITOR		
3680016	084456	N/Flyer	VALVE: ABS, REGULATING VALVE ABS	4
	R955397	MERITOR		
	N26735	Nova		
	22900500	Optima		
8193523	5996782	N/Flyer	VALVE: ASSEMBLY, EMERGENCY BRAKE	1
	281481	BENDIXCOM		
8193522	5963962	N/Flyer	BRAKE: ASSEMBLY, PARKING BRAKE CONTROL	1
	284171	BENDIXCOM		
8183519	010263	NF	TREADLE: BRAKE TREADLE & PLATE ASSEMBLY	1
	107915N	BENDIXCOM		
HVAC				
8303717	015697		SWITCH: DEFROSTER/HEATER INSTALLATION	1
8113582	015696	NF	KNOB: HEATER/DEFROSTER	1
8113534	083515	NF	ASSEMBLY: DRIVER'S FAN - 24V	1
8113511	6350889	NF	BLOWER: ASSEMBLY, HEATER/DEFROSTER	2
	15-1980	MOBILECL		
8113632	266202	NF	ASSEMBLY: HEATER/DEFROSTER, 24V	1
	MOBILECL	12-6036		
Electrical				
8300195	130985	N/Flyer	Cylinder, Assembly 50 lbs	2

ADDENDUM # 4

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8303755	302528	N/Flyer	Slider: Radio Box with Lock	4
6800052	12015792	Packrdel	Connector, 2-way, Male	1
7294416	12010300	DDC	Plug	2
	102904	N/Flyer		
3800112	DT04-3P	Deutsch	Receptacle, 3-way, DT Series	1
8304773	114017	Deutsch	Plug, Sealing Connector, DT Series	3
8290017	5925959	NF	SWITCH: TURN SIGNAL	2
8303557	254212	NF	SWITCH: DIMMER, DRIVER'S FOOT CONTROLS	2
8300364	22S04012	NF	SCREW: HEX SS 1/4" - 20 UNC X 3/4" LG	4
	51w04000	NF	WASHER: LOCK SPRING TYPE SS 1/4"	8
8343519	22S04024	NF	SCREW: HEX SS 1/4" - 20 UNC X 1-1/2" LG	4
	J147	ENDRIES		
8020168	048116	NF	SPACER: NYLON 3/4" THK., DRIVER'S FOOT	4
	RGOR	SPAENAU		
8080531	10S00016	NF	SCREW: FH CROSS, RECESS, SS, #10-24 X 1"	4
	0860	ENDRIES		
8234358	14S00016	NF	SCREW: PH CROSS RECESS SS #10 - 24 X 1"	4
	14S00016	WURTHADAM		
8343517	10S04016	NF	SCREW: FH CROSS RECESS SS 1/4" - 20 X 1"	11
	0868	ENDRIES		
8343515	20B05016	NF	BOLT: HEX SS 5/16" - 18 UNC X 1" LG	6
	X204	ENDRIES		
8020231	20B05036	NF	BOLT: HEX SS 5/16" - 18 UNC X 2-1/4" LG	3
8343508	056681	NF	ACCELERATOR: ASSEMBLY, ELECTRONIC	1
	350827	WILLIAMS		
8243519	114045	NF	SWITCH: DIMMER, DASH LITES	1

BOM-009

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
EMP Mini Hybrid				
	2020032085AA18	EMP	Kit, EMP Mini Hybrid MH8	1

BOM-010

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
IVN2 Replacement Kit				
	100-816-0000	Clever Devises	IVN2 Replacement Kit	1

BOM-011

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
LED Dome Lamp Retrofit Kit				
	LRS84001	Pretoria	LED Retofit Kit for CTA NF D40LF	1
	LED-R-NFL40CTA-S	Hadley		

NOTE TOTAL OF 450 KITS**WARRANTY**

Warranties in this Contract are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the CTA each completed bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

Engine basic warranty is 2 years

Engine extended warranty is 3 years or 250,000 miles;

Engine Warranty to include but not limited to:

Turbo, Coolers, Sensors, Valves, Heads, Crank, Cam, Rods, Piston, Fuel Pumps, Water Pump, Vibration Dampeners, Thermostats, Mounting Hardware and Gaskets.

ZF TRANSMISSION

Transmission basic warrant is 1 year

Transmission extended warranty is 1 year

THERMACAT WARRANTY

Standard EPA aftertreatment warranty 5 years or 100,000 mile whichever comes first.

EMP Warranty:

EMP Mini Hybrid MH8 Warranty shall be 3 years. EMP Mini Hybrid MH8 warranty to include but not limited to:

Power steering pump, Bypass water pump, Radiator, Charged air cooler, Electric fans and controllers, Associated hardware, Piping, Brackets and any progressive damage related to failed EMP components.

Clever Warranty:

Clever's IVN2 Replacement Kit shall have a base warranty of one (1) year.

Clever's IVN2 Replacement Kit shall have a two (2) year extended warranty. Warranty to include but not limited to IVN4, TCH/DVI, ODK4, harnesses cables and brackets.

SUBSYSTEMS

Other subsystems shall be warranted to be free from defects and related defects for one year or 50,000 miles, whichever comes first. Other subsystems are listed below:

- a. **Heating, ventilating:** Roof and/or rear main unit only, including floor heaters and front defroster.
- b. **AC unit and compressor:** Roof and/or rear main unit only.
- c. **Door systems:** Door operating actuators and linkages.
- d. **Air compressor**

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

SUBSYSTEMS(continued)

- e. **Air dryer**
- f. **Wheelchair ramp**
- g. **Alternator:** Alternator/regulator.
- h. **Radiator/Charger air cooler:** Radiator/Charger air cooler including core, tanks and related surrounding framework and fittings.
- i. **Hydraulic systems:** Including radiator fan drive and power steering as applicable.
Transmission cooler

SERIAL NUMBERS

Upon delivery of each bus, the Contractor shall provide a complete electronic list, using Microsoft Excel, of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to:

- a. engines
- b. transmission/electric drive
- c. alternator
- d. starter
- e. air compressor
- f. coolant heater

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the CTA prior to delivery of the first overhauled bus.

EXTENSION OF WARRANTY

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

VOIDING OF WARRANTY

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence or an accident or repairs. The warranty also shall be void if the CTA fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the OEM maintenance manuals and if that omission caused the part or component failure. The CTA shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

EXCEPTIONS AND ADDITIONS TO WARRANTY

The warranty shall not apply to the following items:

- a. scheduled maintenance items
- b. normal wear-out items
- c. items furnished by the CTA

SUPERIOR WARRANTY

The Contractor shall pass on to the CTA any warranty offered by a component supplier that is superior to that required herein. The Contractor shall provide a list to the CTA noting the conditions and limitations of the Superior Warranty not later than the start of production. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PASS-THROUGH WARRANTY

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver. Contractor shall state in writing that the CTA's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Chicago Transit Authority to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the CTA. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

FLEET DEFECTS

~~A 'Fleet Defect' is defined as cumulative failures of any kind in the same components in the same or similar application where such items are covered by the warranty and such failures occur during the warranty period in the specified proportion of the buses under this Contract. For a failure of a component provided under the "Overhaul" program on the CTA, New Flyer, 1000 Series Bus of a quantity of buses returned to revenue service in excess of 50 buses, the 'fleet defect' shall be applicable on failures exceeding twenty (20) percent.~~

~~The Contractor shall correct a "Fleet Defect" under the warranty provisions defined in "Repair Procedures, Page SC-23." After correcting the defect, the CTA and the Contractor shall mutually agree to and the Contractor shall promptly undertake the complete a work program reasonably designed to prevent the occurrence of the same defect in all CTA, New Flyer, 1000 Series Buses overhauled under this Contract. Where the specific defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of such component on all of the buses "Overhauled" under this Contract via a mutually agreed arrangement.~~

~~If the 'fleet defect' occurs on a major component wherein the 'structural integrity' of the Bus may be compromised as determined by the CTA, the 'warranty period' for all "Overhauled" buses shall return to day one upon the repair, replacement or change to all such components and run for an additional twelve (12) month period.~~

REPAIR PROCEDURES

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the CTA will allow the Contractor or its designated representative to perform such Work. At its discretion, the Chicago Transit Authority may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

REPAIRS BY THE CONTRACTOR

If the Chicago Transit Authority detects a defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a defect from the CTA. The CTA shall make the bus available to complete repairs timely with the Contractor's repair schedule.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

REPAIRS BY THE CONTRACTOR(continued)

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the CTA's option, the Contractor may be required to remove the bus from the CTA's property while repairs are being affected. If the bus is removed from the CTA's property, repair procedures must be diligently pursued by the Contractor's representative.

REPAIRS BY THE CHICAGO TRANSIT AUTHORITY

If the CTA performs the warranty-covered repairs, it shall correct or repair the defect and any related defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the CTA may use Contractor-specified parts available from its own stock if deemed in its best interests.

The CTA may require that the Contractor supply parts for warranty-covered repairs being performed by the CTA. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the CTA from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a CTA handling charge.

DEFECTIVE COMPONENT RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant within five (5) days of the receipt claim. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the "Warranty Processing Procedures, Page SC-27".

FAILURE ANALYSIS

The Contractor shall, upon specific request of the CTA, provide a failure analysis of ~~Fleet Defect~~ or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS

The CTA shall be reimbursed by the Contractor for labor. The amount shall be determined by the Chicago Transit Authority for a qualified mechanic at a straight time wage rate of \$127.51 per hour, which includes fringe benefits and overhead adjusted for the CTA's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the CTA's service garage at the time the Defect correction is made. If the straight time wage rate increases during the contract period, then those rates will apply.

REIMBURSEMENT FOR PARTS

The CTA shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus eighteen and one half (18.5) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to CTA. If the handling cost percent increases during the contract period, then that percentage will apply.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

REIMBURSEMENT REQUIREMENTS

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the CTA submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The CTA may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the CTA with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor, Page SC-25."

~~If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected,~~ The item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the CTA.

WARRANTY PROCESSING PROCEDURES

The following list represents requirements by the Contractor to the CTA for processing warranty claims. One failure per bus per claim is allowed.

- a. total vehicle life mileage at time of repair
- b. date of failure/repair
- c. CTA item number and description
- d. component serial number
- e. description of failure
- f. all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

FORMS

The CTA's forms will be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and CTA.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

RETURN PARTS

When returning defective parts to the Contractor, the CTA shall tag each part with the following:

- a. bus number and VIN
- b. claim number
- c. part number
- d. serial number (if available)

TIMEFRAME

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

REIMBURSEMENTS

Reimbursements are to be transmitted to the following address:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661-1498

Attn.: Treasury Cashier Facility

CTA INSPECTION

The CTA Representative and/or Inspector shall inspect each mid-life "Overhaul Bus" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor pursuant to accepting the Bus for revenue service. Each mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and accepted by the CTA may be invoiced in accordance with the price(s) listed on the Proposal Page (P-1) under the Payment terms defined herein or as stipulated by the CTA, whichever is most favorable to the CTA. Any mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and determined to be unacceptable by CTA shall be re-worked and completed within a reasonable period of time after such rejection. The re-work of an unacceptable bus shall not be counted in the number of installations as per the "Float Schedule, Page SC-9".

PAYMENT

Payments will be made in accordance with the terms of this Contract (Net 30 days) and/or Contractor's invoice(s), whichever is most favorable to the CTA. Payment date(s) shall be calculated from receipt of invoice or final acceptance of goods or service, whichever is later.

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.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

PROMPT PAYMENT TO SUBCONTRACTORS(continued)

- 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.

BASIS OF CONTRACT AWARD

If awarded, Contract shall be made to the lowest responsive and responsible bidder. Bids will be evaluated on the basis of the lowest fixed price per kit and lowest fixed price per corresponding labor on Price Proposal Pages P-1 & P-2 3.

CTA reserves the right to award a contract for all items on Price Proposal Pages P-1 and P-2 3 or individual contracts on the basis of total fixed price for any combination of BOM line items with corresponding labor, such as but not limited to:

- . **BOM 1/2/3/4 and 8/9 and 10 with corresponding labor for each.**
- . **BOM 1/2/3 and 4/8 and 9 with corresponding labor for each.**
- . **BOM 1/2/3 and 4 and 8 with corresponding labor for each.**
- . **BOM 5 and 6/7 with corresponding labor for each.**

Also, CTA reserves the right to award individual contracts for each BOM with or without corresponding labor component.

DOCUMENT PREPARATION

One (1) copy of this bid package is included. A copy shall be returned in its entirety with original signatures. It is not intended that this document be taken apart. Handwritten proposals are acceptable. If you disassemble the packages for duplicating purposes, take special precaution to reassemble the pages in order, and include all pages as they were originally bound.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACTUAL AUTHORITY

This Contract shall, under no circumstances grant Contractor exclusivity for providing the items and/or services as specified in this Contract and/or added during the term of this Contract. In addition, this Contract shall not prejudice the right of the CTA to seek competitive bids on such items and/or service, which cannot be provided by the Contractor in an expedited manner that are required to meet CTA needs to maintain service to the riding public during the term of this Contract that have been found to be available from alternate acceptable sources. If items are determined to be available from other sources (not identified as an O.E.M. maintenance and repair part and/or an approved equal part), such items may be purchased at will to meet CTA immediate needs and subsequently obtained through appropriate CTA procurement procedures, as applicable.

PROPRIETARY INFORMATION

All CTA specifications, drawings, blueprints, Photostats and all other information furnished to the Contractor in connection with this Order are and shall remain the property of the CTA. Contractor will keep the same confidential and will not use or reproduce the same except for the performance of this Order, and on completion or termination of this Order or upon the written demand of the CTA, Contractor shall return same. CTA reserves the right to withhold final payment until such return is made.

APPROVED MANUFACTURER

The manufacturer and/or supplier currently listed hereinafter for any part contained within a sub-kit, along with the applicable manufacturer part number, if any, is the **ONLY** approved or recommended manufacturer or supplier for the item(s) listed in this Section of the Special Conditions and further referenced within the Detailed Specification № CTA 9985-40 9985-12B.

It shall be the Bidders total responsibility to provide the actual approved part number as referenced in Special Conditions Page(s) (SC-10 to SC-23) of this solicitation. These sheets are to be included in the bid package.

SUPERSEDED PART NUMBERS

If the manufacturer's part number (as listed in the SC -10 to SC - 23, Approved Manufacturer) is determined to be incorrect and/or the 'part number' has been superseded by an updated or new part number, the Bidder must provide the correct/updated information in the space(s) indicated on the Special Conditions Page(s) (SC-10 to SC-23) and indicate such change accordingly. CTA has the option and right to verify all superseded manufacturer part number(s). The CTA will not automatically approve and/or accept superseded manufacturer part numbers listed in the Price Proposal(s).

Acceptance and/or rejection of any superseded part number is subject to proper review and approval by Technical Services- Bus.

Each part, item, component or assembly which has a superseded part number WILL NOT be automatically accepted or approved by the CTA. All superseded part numbers are subject to a 'first issue' inspection which may be conducted by CTA, Quality Control. If a superseded part number has been accepted and approved after review by Quality Control, its 'new manufacturer part number' reference will be added to the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

SUPERSEDED PART NUMBERS(continued)

If such an item has been judged to be unacceptable by appropriate Quality Control personnel and/or Technical Services - Bus, as appropriate, the superseded part number WILL NOT be included as part of the referenced Contract.

Any manufacturer part number superseded during the term of this Contract, MUST BE submitted to the Manager, Technical Services - Bus prior to shipment under this Contract. If, after inspection and evaluation, the superseded part number is approved, the superseded part number will be added to the Contract and Contractor shall ship any remaining balance due to the CTA. Any shipment of an item for inspection and/or subsequent return to the Contractor after disapproval is the responsibility of the Contractor.

TERMINATION FOR DEFAULT

CTA may, by written notice of default to the Contractor, terminate the whole or any part of this Contract 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 if the Contractor fails to perform any of the other provisions of the 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 10 (ten) days (or such longer period as the Purchasing Manager or designee may authorize in writing) after receipt of notice from the Purchasing Manager or designee specifying such failure.

In the event that CTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CTA shall not limit Procuring Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, CTA may procure, upon such terms and in such manner as the Purchasing Manager or designee may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to CTA for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by CTA shall be at the Contract price. CTA may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Purchasing Manager or designee determines to be necessary to protect CTA against loss because of outstanding liens or claims of former lien holders.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

TERMINATION FOR DEFAULT(continued)

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CTA.

The rights and remedies of CTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

COMPLIANCE WITH LAWS, REGULATIONS AND CODES

If any part of this Specification shall be at date of issue, or shall later become, in non-conformity with current or future City, County, State and Federal Laws and/or Codes or Regulations, because of material or requirements specified herein, the 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 [5] years after completion of this Contract.

SUBSTITUTION AND/OR CHANGE OF PARTS BY THE CTA

CTA shall have the exclusive right during the term of this Contract to substitute, remove and/or change particular parts numbers within each of the sub-kits. Such change, removal and/or change shall be warranted by the fact it has been determined by appropriate CTA Representatives the parts have been; 1) included in a sub-kit incorrectly, 2) the wrong part number was included in the sub-kit and should be different, and; 3) the quantity required as listed I the sub-kit is incorrect. If it has been determined one of the aforementioned conditions occur, CTA and Contractor will resolve the issue to the satisfaction of both parties.

WAIVER

A waiver by the CTA of a breach of any provision hereof by Contractor or CTA failure to insist on strict performance or observance by Contractor of any provision of this Contract or CTA's rights in any one or more instances, shall not constitute a waiver by CTA in any other instance.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CTA CHANGES

Any proposed change in this Contract shall be submitted to the Chicago Transit Authority for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

A. Right to Change Services.

The CTA may at any time or from time to time, order additions, deletions, or revisions to the Work. If the Contractor does not have written authorization from the CTA to proceed with Changed Work, then the Contractor will not be compensated for any Changed Work.

All Changed Work must be executed under applicable conditions of the Contract Documents. It is agreed by the Contractor that any change resulting in Changed Work will be paid for items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of a Change Order.

In the event of a decrease in the Work, the CTA will not pay for lost or anticipated profits resulting from partial or complete deletions of the Work and an equitable decrease of the Total Contract Price and Schedule will be made to reflect the terms of the Change Order as determined by the CTA.

B. Proposed Changes in Work.

The process for Changed Work is as follows. Bus Engineering will request the Contractor to submit a proposal for Changed Work. The Contractor shall submit a proposal within sixty (60) days after receipt of the Engineer's request or such shorter time as the Engineer may set forth in the request for Changed Work.

In the alternative, if the Contractor chooses to propose Changed Work, the Contractor must submit notice of such request to the CTA for its prior written approval. The CTA may choose to request Contractor to submit a Proposal within a specified time period after receiving Contractor's notice.

The Contractor's proposal shall set forth any changes to the Total Contract Price and Contract Time, in the opinion of the Contractor, to perform the Changed Work. The CTA may or may not choose to authorize the Contractor to perform the Changed Work as identified in the Proposal.

1. Proceed Orders and Change Orders.

Proceed Order - If the CTA orders Changed Work, and the Contractor and the CTA agree on an adjustment, if any, to the Total Contract Price, Contract Time, and/or Technical Specifications, the CTA will issue a Proceed Order. The General Manager, Purchasing agreement to an adjustment under this Section is subject to final approval as required by the CTA's ordinances, regulations, and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Contractor to proceed with the Changed Work for which the Contractor and the General Manager, Purchasing propose in writing an adjustment in price, time and/or Technical Specifications, if applicable.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CTA CHANGES(continued)

Proceed Orders will not entitle the Contractor to compensation or any other adjustment to the Technical Specifications until the Proceed Order is incorporated into a Change Order(s).

2. Change Order - The CTA may issue a Change Order as authorization for the Changed Work and/or for payment or time extension, or both. The CTA may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Work to be performed under the Contract or Work performed in accordance with previously authorized Proceed Orders. The Contractor cannot be compensated for any Work authorized through a Proceed Order until a Change Order is executed.
3. Directive Order - If the CTA orders Changed Work, and the Contractor and the CTA have not agreed on an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, the General Manager, Purchasing will issue a Directive Order directing Contractor to perform the Changed Work. The General Manager, Purchasing, may determine an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, for the Changed Work. The decision of the General Manager, Purchasing, will be final and binding, subject only to DISPUTES. The Contractor shall perform the Changed Work as directed in the Directive Order. The Contractor's refusal or failure to proceed promptly with the Changed Work as directed shall constitute an event of default.

SUSPENSION OF WORK

The Chicago Transit CTA may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the CTA.

The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

EXCUSABLE DELAYS/FORCE MAJEURE

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the CTA or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the CTA subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the CTA as described below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The CTA reserves the right to rescind or shorten any extension previously granted, if subsequently the CTA determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the CTA will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the CTA within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the CTA within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The CTA shall make its determination within thirty (30) calendar days after receipt of the application.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by the CTA in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the CTA. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- a. Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the CTA in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the CTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- e. Transfer title to the CTA and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or un-fabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the CTA.
- f. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the CTA to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- g. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- h. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the CTA has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CTA to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Chicago Transit Authority" shall be substituted in lieu thereof.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DISPUTES

Any dispute concerning a question of fact arising under the Contract Documents that is not resolved by an agreement between the CTA and the Contractor will be decided by the General Manager of Purchasing. The General Manager of Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor.

The decision of the General Manager of Purchasing will be final and binding on the Contractor unless, within thirty (30) days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the CTA's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Contractor unless the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Contractor waives all right to seek judicial review. Nothing in this relieves the Contractor from diligently proceeding with the Work under the Contract, as directed by the CTA.

OBLIGATION TO COMPLY WITH STATE AND FEDERAL LAW AND REGULATIONS AND CHANGES

The Contractor must at all times comply with all applicable IDOT, RTA and FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (18) dated October 2011 between the Authority and FTA, and any agreements between IDOT and RTA and RTA and CTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply will constitute a material.

CHANGES OF LAW

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Chicago Transit Authority and the Contractor and the final Contract price will be adjusted upwards or downwards to reflect such changes in Law, provided however, that no such price adjustment will be made for existing laws and regulations which include effective dates after the Proposal Due Date. Any such price adjustment is subject to audit.

GOVERNING LAW AND CHOICE OF FORUM

The Contractor hereby irrevocably submits to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

GENERAL NONDISCRIMINATION CLAUSE

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

CONFLICTS OF INTEREST

No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Work or the carrying out of the Work to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

In accordance with 41 USC § 22, the Contractor agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising here from.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and subcontractors presently have no interest and must not acquire any interest, direct or indirect, in the Work to which this Contract pertains, which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest must be employed by the Contractor.

The Contractor is prohibited from performing any work or services for the Authority under this contract that conflict with work or services that the Contractor performs under any other contract with the Authority. Such conflicts include, but are not limited to, design work for the Project under another contract, supervision or management for the Project under another contract, and review or audit work for the Project under another contract. The restrictions in this paragraph are applicable to all subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the CTA is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the CTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department Transportation, the State of Illinois or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS(continued)

Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the CTA shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data. Lines 2 to end of paragraph are off by one space on the left margin.

The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

NOTE: FTA does not require contractors to flow down these requirements to Subcontractors.

AMENDMENT

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the CTA and Contractor, and specifically referencing this Contract.

WAIVER

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

REMEDIES NOT EXCLUSIVE

The rights and remedies of the CTA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

COUNTERPARTS

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

CTA ETHICS ORDINANCE

The Contractor must comply with the CTA's Ethics Ordinance posted on CTA's website at http://www.transitchicago.com/assets/1/procurement/ethics_code_2009.pdf, the provisions of which are hereby incorporated into this Contract. The Contractor agrees that, any Contract negotiated, entered into, or performed in violation of the Ethics Ordinance must be void as to the CTA.

SEVERABILITY

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

THIRD-PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

ASSIGNMENT OF CONTRACT

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

INDEPENDENT PARTIES

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the CTA.

INTELLECTUAL PROPERTY INDEMNIFICATION

The Chicago Transit Authority shall advise the Contractor of any claim or impending patent suit related to this Contract against the Chicago Transit Authority and provide all information available. The Contractor shall defend any claim suit or proceeding brought against the Chicago Transit Authority based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all Chicago Transit Authority damages and costs resulting therefrom, excluding incidental and consequential damages. In case said equipment, or any part thereof, is in such suit claimed to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Chicago Transit Authority the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DATA RIGHTS

Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- a. Shop drawings and working drawings
- b. Technical data including manuals or instruction materials, computer or microprocessor software
- c. Patented materials, equipment, devices or processes
- d. License requirements

The Chicago Transit Authority shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the Chicago Transit Authority to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Chicago Transit Authority has the right to reverse engineer patented parts and software.

The Chicago Transit Authority reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

ACCESS TO ONBOARD OPERATIONAL DATA

The Chicago Transit Authority grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

ASSURANCE OF COMPLIANCE WITH 49 CFR PART 26

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.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CONFIDENTIAL INFORMATION

The Chicago Transit Authority shall employ sound business practices no less diligent than those used for the Chicago Transit Authority's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in, Illinois laws, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Chicago Transit Authority in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

PARTS AVAILABILITY GUARANTEE

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least twelve (12) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Chicago Transit Authority are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Chicago Transit Authority, within eight (8) hours of the Chicago Transit Authority's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Chicago Transit Authority are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Chicago Transit Authority, within seven (7) days of the Chicago Transit Authority's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority. The Contractor's design and manufacturing documentation provided to the Chicago Transit Authority shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - a. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Chicago Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
5. Payrolls and basic records. (I) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT(continued)

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A Proposer must submit to the Authority the appropriate Buy America certification with all Proposals or bids on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

OBLIGATION TO COMPLY WITH THE INSPECTOR GENERAL ORDINANCE

The Contractor agrees to comply with all of the requirements of CTA's Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Contract to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Contractor agrees to cooperate fully and expeditiously with the CTA's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subcontractors of the Contractor.

SURVIVAL

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the CTA may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- a. "Intellectual Property Indemnification"
- b. "Data Rights"
- c. "Indemnification"
- d. "Governing Law and Choice of Forum"
- e. "Disputes"
- f. "Confidential Information"
- g. "Parts Availability Guarantee"
- h. "Access to Records"

AUTHORITY PROPOSAL PROTEST PROCEDURE

CTA's protest procedures for all RFPs, IFBs and LIQs are available on-line in Chapter 15 of the following document:

[http://www.transitchicago.com/assets/1/procurement/Procurement_Poliy_and_Procedur es_Versions_2_1_\(3_8_12\).pdf](http://www.transitchicago.com/assets/1/procurement/Procurement_Poliy_and_Procedur es_Versions_2_1_(3_8_12).pdf)

Any protest regarding the solicitation, evaluation or award must be submitted in accordance with these protest procedures.

DAMAGES

CTA shall in no event be liable to Contractor for special, contingent or consequential damages.

BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B

By execution of this Proposal the undersigned offers, in accordance with the terms of the Contract Documents of which this proposal is a part, to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 New Flyer D40LF 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

As described in these General and Special Conditions and "master" Detail Specification No. CTA 9985-12B and other specifications, attachments and documents as listed, herein at the price per line item as indicated below:

This Contract to become effective upon execution of Contract document and shall remain in effect until completed.

NOTE: Prices quoted shall be firm for the entire contract period.

PARTS	BILL OF MATERIAL (BOM)	TOTAL PRICE PER BUS
1.	Engine Package & Transmission	_____
	With extended warranty – explain terms	_____
2.	Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____
3.	Radiator Assembly and associated parts	_____
4.	DPF Kit- 5 year or 100,000 mile warranty, whichever comes first	_____
5.	Shocks, Rods, Valves and associated parts	_____
6.	Seat Inserts (buses 1001 thru 1304) and associated parts	_____
7.	Seat Inserts (buses 1000, 1305 thru 1429) and associated parts	_____
8.	Additional -Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____
9.	EMP Mini Hybrid	_____
10.	IVN2 Replacement Kit (up to 450 Kits)	_____
11.	LED Dome Lamp Retrofit Kit (up to 450 Kits)	_____

**BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B**

LABOR

LABOR - BOM (1, 2, & 3)

Engine Package & Transmission, air system,
HVAC & Radiator

LABOR – BOM (4)

DPF Kit

LABOR - BOM (5)

Shocks, Rods, Valves and associated parts

LABOR - BOM (6 & 7)

Seat Inserts

LABOR- BOM 8

Additional air system, HVAC & engine electrical

LABOR- BOM 10

IVN2 Replacement Kit

LABOR

Complete Turnkey including the first 10 BOM

LABOR- (Paint-Section 5.11)

BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12B

DEDUCTS, If Any

In the event that certain work will not be performed, The vendor shall issue to CTA a credit in the amount of line item(s) not exercised by CTA. CTA reserves the right to get a cost analysis.

1. Not removing or re-installing Engine Package _____
from 1000 series bus
2. Not replacing a Cummins Recon ® ISM Engine _____
3. Not replacing a ZF 6HP 592C Transmission _____

NOTE: The amount of the deducts, if any, will not be used in the evaluation of bids because the amount of deducts is not known nor expected to be many in number.

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

General e-mail address if different from above: _____

ADDRESS OF OVERHAUL FACILITY: _____
PERSON TO CONTACT: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**
[Short Form rev. 11/13/09]

REQUISITION NUMBER: **C12RT101208860**
SPECIFICATION NUMBER CTA: ___Various___

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, AUTOMOBILE LIABILITY, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE, CONTRACTORS POLLUTION LIABILITY, WORKERS COMPENSATION AND/OR PROFESSIONAL LIABILITY ARE REQUIRED BY PART III OF THIS DOCUMENT.

Contractors must provide the CTA with the following documents:

- a) CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter. Certificates of Insurance must disclose all deductibles and/or self insured retentions.
- b) Certified copy of the insurance policy

Methods (a) is a temporary method that is valid only for 90 days. Policies must be furnished prior to the expiration of this 90 day period. Failure to provide policies before expiration of this 90 day period is a material breach of the Contract which may result in default and, if uncured, termination for default.

2. HOW IS RAILROAD PROTECTIVE LIABILITY INSURANCE SATISFIED? THE CTA's RAILROAD PROTECTIVE LIABILITY PROGRAM PROVIDES \$2,000,000 PER OCCURRENCE/ \$6,000,000 AGGREGATE LIMITS. TO BE IN COMPLIANCE WITH THE RAILROAD PROTECTIVE REQUIREMENTS, SEE PART III.B OF THIS DOCUMENT.

- For work performed within fifty (50) feet of rail right-of-way, the work of the Contractor is covered through the Blanket Railroad Protective policy.
- The contractor must provide evidence that the CGL policy exclusion for work within fifty (50) feet of rail right of way has been deleted by endorsement to their CGL policy.

The CTA may cancel the Blanket Railroad Protective Liability Policy prior to the expiration of coverage. If cancelled, The CTA agrees to provide the contractor with 30 days prior written notice.

If any portion or all of the need for or cost of such insurance shall result from Contractor's breach of this Contract, such insurance costs shall be a non-reimbursable cost to Contractor. CTA reserves the right to review the remaining project scope and to determine if the work to be performed within fifty (50) feet of rail right of way requires Railroad Protective Liability Insurance. The CTA further agrees that for premium expenses incurred by the Contractor for Railroad Protective Liability Insurance will be a reimbursable expense.

ADDENDUM #3

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE AND BOND DOCUMENTS.

The Contractor must furnish all required insurance and performance and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's General Manager of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all of the following at the CTA's sole discretion:

1. debarment or suspension, and
2. determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Chicago Transit Authority
Manager of Insurance Controls, Risk Compliance
567 W. Lake St.
Chicago, IL 60661

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.

2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

PART II. INSURANCE REQUIREMENTS

- A.** The CTA must be named as an Additional Insured and Certificate Holder. When the CTA is an additional insured, the coverage shall be primary.
- B.** The CTA must be the Named Insured on the Owners Protective Liability and Builders Risk Insurance policies.
- C.** The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per occurrence basis.
- D.** All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- E.** To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- F.** The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

Coverage A: In form and in accordance with the laws of the State of Illinois.

Coverage B: Employers Liability:

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Bodily Injury and Personal Injury Liability, with employee and contractual exclusions deleted, (vii) Severability of Interest and Cross Liability endorsement and (viii) Contractor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

When work is to be performed within fifty (50) feet of rail right-of-way the Contractor will be enrolled as a participant in the CTA Blanket Railroad Protective program. In addition, Contractors and Sub-contractors are required to provide endorsements to their CGL policy eliminating the exclusion for work within fifty (50) feet of rail right-of-way.

- a. Limits must be equal to the Railroad Protective Liability per occurrence limit of \$2,000,000 per occurrence.
- b. An endorsement must be provided deleting the contractual exclusion for work within 50' of the rail right of way.
- c. A certificate of insurance satisfying (a) and (b) above must be presented.

C. AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage)

N/A Uninsured/Underinsured Motorist Including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment

D. UMBRELLA LIABILITY

N/A Each occurrence and in the aggregate, excess of the underlying policies.

ADDENDUM #3

The Umbrella Liability Policy shall specifically identify each of the policies described in A, B, and C above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies.

E. OWNERS PROTECTIVE LIABILITY

N/A General Aggregate (Per Location)
N/A Per Occurrence
N/A Combined Single Limit (Bodily Injury and Property Damage Per Location)

The definition of designated contractor must be amended to include contractors of every tier.

F. THE CTA WILL PROVIDE A BLANKET RAILROAD PROTECTIVE LIABILITY POLICY:

N/A Bodily Injury/Property Damage per Occurrence
N/A Bodily Injury/Property Damage Aggregate

G. GARAGE KEEPERS LEGAL LIABILITY

\$1,000,000 OCC/AGG

H. PROFESSIONAL LIABILITY

N/A PER CLAIM

I. OTHER INSURANCE: **CTA NAMED ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY**

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

- A. The Contractor shall furnish separate Performance and Payment Bonds.
- B. The surety or sureties issuing the bond must be acceptable to the Authority and must have a Best's Key Rating Guide of A VII or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.
- C. The Performance Bond shall be for faithful performance of the Contract.
- D. The Payment Bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the Work contracted to be done, or for performing any Work or labor thereon of any kind.
- E. The Authority reserves the right to require additional security under this Contract if any surety upon any bond furnished with this Contract becomes unacceptable to the Authority.

PART V. PERFORMANCE AND PAYMENT BONDS REQUIRED FOR THIS CONTRACT.

Payment Bond: N/A
Performance Bond: **25 5% OF CONTRACT AMOUNT**
Fidelity Bond: N/A

ADDENDUM #3



Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____

Specification #: _____

Address: _____
 (NUMBER & STREET)

 (CITY) (STATE) (ZIP)

Project #: _____
 Contract #: _____

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse <input type="checkbox"/> Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____ Deductible and/or Self Insured Retention \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				WC \$ _____ Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				_____

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
 "The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause contained in the Contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). The Contractor shall be responsible for arranging that all subcontractors maintain the necessary insurance requirements.
- e) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice	Signature of Authorized Representative
Certificate Holder/Additional Insured	_____
Chicago Transit Authority	Agent/Company Address

ADDENDUM #3

Dept. of Risk Management
567 W Lake St.
Chicago, IL 60661

Telephone _____

BOM-001

Engine				Qty.
N/A	DR27012RXM280ZF	Cummins	Engine W/ Package & Transmission	1
	DR27071RXM280ZF			

BOM-002

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8320174	3678606	Cummins	O-Ring, Discharge Fitting	1
	6339293	N/Flyer		
8330501	3103015	Cummins	Seal, Grommet, Air Comp Water Line	2
8190031	249580	N/Flyer	Muffler Tank Assembly	1
8190039	5952265	N/Flyer	U-Clamp, 3-1/2	2
1572612	222P 8-8	Parker	Adaptor, Brass 1/2 male/female	1
	700QBA15	G/White	Air Dryer Assembly	1
Auxiliary Coolant Heater				
	PH0831	Teleflex	Proheat Coolant Heater Assembly	1
8130083	085410	N/Flyer	Clamp, Air Intake	1
8130084	051262	N/Flyer	Clamp, Saddle, Exhaust	1
8192692	10B06016	N/Flyer	Bolt, 3/8-16 X 1	4
1111705			Locknut, 3/8-16	4
8230050	260701	N/Flyer	Hose, Arimid, 1.5 I.D.	1
	TACH-150	Thermopo		
8193709	50W06000	N/Flyer	Washer, Flat, SS, 3/8	4
8234424	05GRC2747715P	Gooding	Elbow, Hose	1
HVAC				
	T11-M114 Kit	TK	Kit, TK Rehab	1
8120037	28470	N/Flyer	Kit, Adaptor Marine Pump	1
8113510	150289-21	Ametek	Pump, Marine	1
	280334	N/Flyer		
8133629	6388445	N/Flyer	Valve, Heater Assembly	1
8130001	268827	N/Flyer	Valve, Assembly Supply	1
8120039	251583	N/Flyer	Valve, Assembly 0.88 Bypass	1
1480011	5240A82Z00	Vapor	R134A	5 lbs
1485300	204-476	TK	Grease	A/R
Engine/Electrical				
8383548	3102904	Cummins	Clamp, V-Band	1
8351679	102012	Davco	Filter, Davco 5 to 10 Micron	1
	FS-19763	FleetGuard		
8351690	39119405	FleetGuard	Sensor, Water in Fuel	1
	257069	N/Flyer		
8320020	6341684	N/Flyer	Filter, Air Intake	1
	70402B	Cummins		
8234439	WF2121	FleetGuard	Filter, Water	1
8330508	6343760	N/Flyer	Filter, Oil Air Separator	1
	24252	AirPower		
8233655	043573	N/Flyer	Cylinder, Ether	1

8443512	805361-10	DANAC	Assembly, Drive Shaft	1
	129960	N/Flyer		
8403582	6353948	NF	VALVE: PROPORTIONAL	1
8403536	P164378	BERENDS	Filter, Hydraulic System	1
	275163	N/Flyer		
	6401960	N/Flyer	Seal, O Ring	1
8413550	262286	N/Flyer	Hose, Vent	6 ft
8233626	261964	N/Flyer	Sensor, Low Coolant (Vansco)	1
8233841	4928568	Cummins	Sensor, Low Coolant 3 Pin (Cummins)	1
	397194	N/Flyer		
3109304	1555	ALPHAWIR	Wire, 18 Gauge Red	5 ft
	8522	BELDENMF		
6804151	12048074	DELPHI	Terminal, Socket	3
8304683	12110293	PACKARDDELP HI	Connector, 3 way Female Metri-Pac 150	1
		PACKARDDELP HI		
	15324973		Seal, Cable dark red	3
7800129	68275-R	PIONEER	Conduit, Convoluted .35 ID	5 ft
8234446	070883AE	Flambeau	Bottle, Coolant Overflow 6 QT	1
8233849	003335	N/Flyer	Tube, Overflow	A/R
3730093	AAA-2724	Stant	Cap: Surge Tank	1
	N24600	Nova		
	10237	Barbee		
1389590	10B12040	N/Flyer	SCREW: CAP, 3/4-10 X 2-1/2 HEX HD GR-8	2
	11N12000	N/Flyer	Nut, Hex 3/4 UNF	2
8481617	20W12000	N/Flyer	Washer, Flat 3/4	8
8393729	21N12000	N/Flyer	Nut, Hex Jam 3/4	2
8320010	40N12000	N/Flyer	Nut, hex Lock 3/4 UNC	2
	GN7F	ENDRIES		
8023645	211953	N/Flyer	Strip, Bumper Isolation	2

BOM-003

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Radiator				
8233520	262525	N/Flyer	Assembly, Radiator, CAC, Oil Cooler	1
	1A19881	Modine		
	DR3317-00	Diesel Rad		
8233646	034528	N/Flyer	Hose, Hump, 2.5	2
1929205	CT-300L	Breeze	Clamp, Breeze, 2.25 - 3.13	4
8481695	116935	N/Flyer	Hose, CAC, Convoluted	4
1921109	CT-450L	Breeze	Clamp, Breeze, 3.75 - 4.63	8
8233706	000633	N/Flyer	Bushing, Upper, Radiator Mounting	4
1380363	General Material		Bolt, 7/16-14 X 2-3/4	2
1120056	General Material		Washer, Flat, 7/16	4
8320009	40N07000	N/Flyer	Locknut, 7/16-14	2
8233916	8110071	N/Flyer	Mount, Center, Bonded	8
8234265	267373	N/Flyer	Washer, Fender, .5 X 2.00	8
1121060	General Material		Washer, Lock, 3/8	8
8403725	011298	N/Flyer	Washer, Radiator, Lower	8
1380307	General Material		Bolt, 3/8-16 X 2	8
8093588	5962618	N/Flyer	Seal, 1/8 X 1" X 12 Ft. (\$.36 per Ft.)	1

BOM-004

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
DPF				
	E 145-12-2-09-6259	ESW Group	Kit, ThermaCat-e Active 3+ DPF	1
	02002098	ESW Group	Kit, Mounting Hardware	1

BOM-005

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Front Air Rides				
7690124	5956376	N/Flyer	Connector Assembly, 1/2-1/4	2
	VS68NTA-8-4	PARKER		
	38-079	Motion		
8233842	5956114	N/Flyer	Elbow, 90 Degree, Street, 1/4 X 1/4	2
8393731	042440	N/Flyer	Locknut, 3/4-16	4
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
8073513	W01-W35-9385	FIRESTN	Front Air spring	2
	055089	N/Flyer		
1041522	E0E4	ENDRIES	Bolt, 3/4-16 X 3-1/4"	2
	11B12052	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	8
	30W08000	N/Flyer		
8393573	8112182	N/Flyer	Bumper, Front Suspension	2
1041524	10B06012	N/Flyer	BOLT: HEX, 3/8-16 X 3/4"	4
	LY20	ENDRIES		
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	10B08016	N/Flyer	Bolt, 1/2-13 X 1"	8
8393569	048689	N/Flyer	Bracket, Front Leveling Valve	1
Front Rods				
8073519	6313766	N/Flyer	Lateral Rod Bushing Kit	1
	070 048 028 000	ZFLEMFOR		
8073521	062 480 005 000	ZFLEMFOR	Lateral Rod Bushing Kit	1
	6313767	N/Flyer		
8393578	6322936	N/Flyer	Radius Rod Bushing	2
8393548	NC08	ENDRIES	Locknut, Prevailing Torque, 3/4-10	2
	042439	N/Flyer		
8393549	21MS	ENDRIES	Bolt, 3/4-10 X 3-1/2	2
	050867	N/Flyer		
8393571	0GA9	ENDRIES	Street Side, Bolt, M18 X 60MM	2
	048548	N/Flyer		
8393581	E2QN	ENDRIES	Curb Side, Bolt, M18 X 80MM	2
	048549	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8393572	J749	ENDRIES	Locknut, M18	4
	048556	N/Flyer		
8393718	018147	N/Flyer	Bolt, Special	2

8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
6510032	018145	N/Flyer	Locknut, Special Bolt	2
8393562	280539	N/Flyer	Mount Assembly	2
8393570	J3JV	ENDRIES	Locknut, M24 X 1.5	2
	050874	N/Flyer		
1121068			Washer, Lock, 7/8	4
1041524	LY20	ENDRIES	Bolt, 3/8-16 X 3/4"	4
	10B06012	N/Flyer		
8393579	JJJ1	ENDRIES	Bolt, M24 X 1.5MM X 90MM	2
	055166	N/Flyer		
1384296			Bolt, 1/2-13 X 1-3/4	2
1384277			Bolt, 1/2-13 X 3-1/4	6
8393582	J1C2	ENDRIES	Washer, Lock Plate	2
	050968	N/Flyer		
8403708	20W08000	N/Flyer	Washer, Flat, Hardened, 1/2	14
8393580	J3TQ	ENDRIES	Shim	4
	050844	N/Flyer		
8900022	20W06000	N/Flyer	Washer, Flat, Hardened, 3/8	4
1121060			Washer, Lock, 3/8	4
8403531	280494	N/Flyer	Assenbly, Idler Arm for Drag Link	1
Front Leveling Valve				
8393533	280000	N/Flyer	Front Leveling Valve	1
	52321-Q285	BARKSDAL		
1572611	218P-4	PARKER	Plug, Pipe, 1/4	1
	G127951	N/Flyer		
8190099	5953778	N/Flyer	Elbow, 90 Degree, 3/8 O.D. X 1/4	1
8193727	1474-6B	FAIRVIEW	Elbow, 45 Degree, 3/8 O.D. X 1/4	1
	5946710	N/Flyer		
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4	1
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20 X 1	2
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	6
1111958			Locknut, 1/4-20	2
8190174	241216	N/Flyer	Link Assembly	1
8192695	2D3L	ENDRIES	Nut, 1/4-20	2
	10N04000	N/Flyer		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	2
	30W04000	N/Flyer		
Front Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1
	SY3-12VDC	BERENDS		
1576641	218P-6	PARKER	Plug, 3/8	1
	G127952	N/Flyer		
8481647	5952463	N/Flyer	Elbow, 90 Deg, 3/4 O.D. X 1/2 PT	1
8192676	5956113	N/Flyer	Adapter, 3/8 MPT X 1/2 FPT	1
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1
	5994473	N/Flyer		
8190115	1469-6A	FAIRVIEW	Elbow, 90 Deg, 3/8 O.D. X 1/8 PT	1
	5956098	N/Flyer		

1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8330126	5945146	N/Flyer	Bushing, 3/8 X 1/8	1
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	2
	5955934	N/Flyer		
1041525	22S00016	ENDRIES	Bolt, 10-24 X 1, SS	4
	22S00016	N/Flyer		
8190179	216P-6	PARKER	Nipple, 3/8 PT	1
	G443980	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
8190181	5990188	N/Flyer	Cross, Pipe, 3/8 FPT	1
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
	0EL2	ENDRIES	Washer, Flat, #10	2
	10W00000	N/Flyer		
1041526	GKXC	ENDRIES	Bolt, 10-32 X 1/2, SS	2
	23S00008	N/Flyer		
	0EU0	ENDRIES	Washer, Lock, #10	2
	30W00000	N/Flyer		
8190116	5959924	N/Flyer	Nipple, 1/8 PT	1
Rear Shocks				
8393547	116434	N/Flyer	Shock Absorber Assembly	4
	90-2102SPI	KONI		
8393558	042588	N/Flyer	Mount Assembly Bolt Bar	8
1120029			Washer, Flat, 3/8	16
1111706			Locknut, 3/8-24	16
Rear Air Rides				
8393694	009594	N/Flyer	Rear Air Spring	4
	W01-W35-9127	KONI		
8890098	9420171PK	UCP	Nut: Stamped, 1/2"-20, Spring Steel	4
	9420171	MOHAWKMF		
8890099	107827PK	UCP	Nut, Stamped 3/4" X 16 Spring Steel	4
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	16
	30W08000	N/Flyer		
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2 X 1/4	4
	5956376	N/Flyer		
8393741	010380	N/Flyer	Bumper, Suspension, Rear Suspension	2
8393555	278901	N/Flyer	Spacer, Bumper Suspension	2
	30W06000	N/Flyer	Washer, Lockwasher 3/8"	4
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4

1041523	LY26	ENDRIES	Bolt, 1/2-13 X 1	16
	10B08016	N/Flyer		
Rear Rods				
8393520	6314857	N/Flyer	Upper Radius Rod Bushing Kit	2
	070.480.013.000	ZFLEMFOR		
8393527	070.400.007.000	ZFLEMFOR	Upper Radius Rod Bushing Kit	2
	6346587	N/Flyer		
8393708	6322757NFA	N/Flyer	Lower Radius Rod Bushing	2
	6322757	N/Flyer		
8393712	6313765	N/Flyer	Lower Radius Rod Bushing Kit	2
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	12
8393561	28FK	ENDRIES	Bolt, 3/4-10 X 4	8
	10B12064	N/Flyer		
8393560	2CSV	ENDRIES	Bolt, 3/4-10 X 3-1/2	4
	10B12056	N/Flyer		
8393709	5944550	N/Flyer	Lock Strap	2
8393710	10B12032	N/Flyer	Bolt, 3/4 X 2	4
Rear Leveling Valve				
8393532	228742	N/Flyer	Rear Leveling Valve	2
	52321-Q232	BARKSDAL		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	4
	30W04000	N/Flyer		
8192695	2D3L	ENDRIES	Nut, 1/4-20	4
	10N04000	N/Flyer		
8010109	245315	N/Flyer	Link Assembly	2
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20	4
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	12
1111958			Locknut, 1/4-20	4
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4 MPT	2
8760045	2225-4	PARKER	Tee, Pipe, Brass	2
	5952468	N/Flyer		
8193727	1474-6B	FAIRVIEW	Elbow, 45 Deg, 3/8 O.D. X 1/4 MPT	1
	5946710	N/Flyer		
8682545	800375	BENDIXWE	Single Check Valve	1
	5957963	N/Flyer		
8192677	5946719	N/Flyer	Adapter, Tee	1
8190170	234815	N/Flyer	Elbow, 45 Deg, 1/2 O.D. X 1/4 PT	1
8190169	085269	N/Flyer	Elbow, 90 Deg, 1/2 O.D. X 1/4 PT	2
8190099	5953778	N/Flyer	Elbow, 90 Deg, 3/8 O.D. X 1/4 PT	1
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, Street, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2-1/4	5
	5956376	N/Flyer		
Rear Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1
	SY3-12VDC	BERENDS		
8300459	14S00020	N/Flyer	Screw, PH Cross, SS, 10-24	4
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4

8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
1576641	218P-6	PARKER	Plug, 3/8 NPT	1
	G127952	N/Flyer		
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1
	5994473	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	1
	5955934	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8190178	204559	N/Flyer	Nipple, 3/8 X 1/8	1
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8190177	VS279NTA-6-2	PARKER	Elbow, 45 Deg, 3/8 O.D. X 1/8 O.D.	1
	121586	N/Flyer		
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
Doors				
	6001013828	Vapor	Entrance Door Repair Kit	1
	6001013829	Vapor	Exit Door Repair Kit	1
1121009			Washer, Lock SS 1/4	8
8080346	50N04000	N/Flyer	Nut, Hex SS 1/4" - 20 UNC, Exit Door	8
8403762	50W04000	N/Flyer	Washer, Flat SS 1/4"	8
8080317	268489	N/Flyer	Bolt, Carriage 1/4" - 20 UNC X 2" LG. SS,	8
Body				
7540162	16262	AUVECO	Rivet, Nylon, Ribbed Shank	35
	90221A12	MCMMASTER		
8020032	320324	N/Flyer	PLATE: PIVOT, ASM; SPORTWORKS VELOPC	1
	100530 - SPR	SPORTWRK		
Driveshaft Access Panel				
	6400528	N/Flyer	Access Panel Kit	1
Wheelchair Ramp				
	45864	Ricon	Ramp Repair Kit	1
	70-0160-5476-2	3M	Primer 94	as needed
	70-0705-4946-7	3M	Safety-Walk Brand Edge Sealing Compound	as needed
Front Wheelwell Modification				
1903001	1582A231	McMaster	Hinge, Piano, 19"	1
1438804			Screw, Tapping 10-32 X 1/2 Type F	6
BOM-006				
SEAT INSERT FOR BUS 1001 THRU 1304				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
	107964005NSNUB1	AMSEATIN		

7600054	6350971	N/Flyer	Insert, Seat Bottoms-Bus 1001 thru 1304	39
	SKU-CUU-003927	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine SS #10-32 Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20
Back Inserts				
7600010	107962003NSNUB1	AMSEATIN	Seat Back 1001-1304	31
	6350970	N/Flyer		
	KSU-BKU-003925	KUSTSEAT		
8103515	107962003NSNTL5	AMSEATIN	Seat Back (W/C Logo) 1001-1304	8
	KSU-BKU-006175	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine, SS #10-32, Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20

BOM-007

SEAT INSERT FOR BUS 1000 AND 1305 THRU 1429

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
8103696	51934NSNUHE(91500	AMSEATIN	Insert, Transverse Seat Bottom-Bus 1000 and 1	27
	6359567	N/Flyer		
8103519	151936NSNUB1	AMSEATIN	Onsert, Longitudinal Seat Bottom-Bus 1000 and	12
	6355409	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
Back Inserts				
8103520	150803NSNUB1	AMSEATIN	Logitutinal Seat Back 1000 & 1305-1429	8
	6355408	N/Flyer		
8103521	150803NSNTL5	AMSEATIN	Logitutinal Seat Back (W/C Logo) 1000 & 1305-	4
	6355410	N/Flyer		
8103522	150801NSNTL5	AMSEATIN	Transverse Seat Back (W/C Logo) 1000 & 1305	4
	6355411	N/Flyer		
8103524	150801NSNUB1	AMSEATIN	Transverse Seat Back 1000 & 1305-1429	23
	6355413	N/Flyer		

8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
BOM-008				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8303521	5940337	N/Flyer	SWITCH: PARKING ELECTRICAL	1
	228750	BENDIXCOM		
8190118	045564	N/Flyer	Switch, Pressure 1 PSI	1
	78628-BB-01	HOBBS		
8243518	5964273	N/Flyer	SWITCH: STOP LIGHT	1
	286404	BENDIXCOM		
8183510	8112560	N/Flyer	SWITCH: LOW PRESSURE, NORMALLY OPEN	1
	76052-20	HOBBS		
8193509	5963964	N/Flyer	VALVE: RELEASE, QUICK	1
	229859	BENDIXCOM		
	641429	Nova		
8192671	6353331	N/Flyer	ASSEMBLY: BRAKE RELAY VALVE	1
	RKN28056	MERITOR		
3680016	084456	N/Flyer	VALVE: ABS, REGULATING VALVE ABS	4
	R955397	MERITOR		
	N26735	Nova		
	22900500	Optima		
8193523	5996782	N/Flyer	VALVE: ASSEMBLY, EMERGENCY BRAKE	1
	281481	BENDIXCOM		
8193522	5963962	N/Flyer	BRAKE: ASSEMBLY, PARKING BRAKE CONTROL	1
	284171	BENDIXCOM		
8183519	010263	NF	TREADLE: BRAKE TREADLE & PLATE ASSEM	1
	107915N	BENDIXCOM		
HVAC				
8303717	015697	NF	SWITCH: DEFROSTER/HEATER INSTALLATION	1
8113582	015696	NF	KNOB: HEATER/DEFROSTER	1
8113534	083515	NF	ASSEMBLY: DRIVER'S FAN - 24V	1
8113511	6350889	NF	BLOWER: ASSEMBLY, HEATER/DEFROSTER	2
	15-1980	MOBILECL		
8113632	266202	NF	ASSEMBLY: HEATER/DEFROSTER, 24V	1
	MOBILECL	12-6036		
Electrical				
8300195	130985	N/Flyer	Cylinder, Assembly 50 lbs	2
8303755	302528	N/Flyer	Slider: Radio Box with Lock	4
6800052	12015792	Packrdel	Connector, 2-way, Male	1
7294416	12010300	DDC	Plug	2
	102904	N/Flyer		
3800112	DT04-3P	Deutsch	Receptacle, 3-way, DT Series	1

8304773	114017	Deutsch	Plug, Sealing Connector, DT Series	3
8290017	5925959	NF	SWITCH: TURN SIGNAL	2
8303557	254212	NF	SWITCH: DIMMER, DRIVER'S FOOT CONTR	2
8300364	22S04012	NF	SCREW: HEX SS 1/4" - 20 UNC X 3/4" LG	4
	51w04000	NF	WASHER: LOCK SPRING TYPE SS 1/4"	8
8343519	22S04024	NF	SCREW: HEX SS 1/4" - 20 UNC X 1-1/2" LG	4
	J147	ENDRIES		
8020168	048116	NF	SPACER: NYLON 3/4" THK., DRIVER'S FOOT	4
	RGOR	SPAENAU		
8080531	10S00016	NF	SCREW: FH CROSS, RECESS, SS, #10-24 X 1	4
	0860	ENDRIES		
8234358	14S00016	NF	SCREW: PH CROSS RECESS SS #10 - 24 X 1	4
	14S00016	WURTHADAM		
8343517	10S04016	NF	SCREW: FH CROSS RECESS SS 1/4" - 20 X 1	11
	0868	ENDRIES		
8343515	20B05016	NF	BOLT: HEX SS 5/16" - 18 UNC X 1" LG	6
	X204	ENDRIES		
8020231	20B05036	NF	BOLT: HEX SS 5/16" - 18 UNC X 2-1/4" LG	3
8343508	056681	NF	ACCELERATOR: ASSEMBLY, ELECTRONIC	1
	350827	WILLIAMS		
8243519	114045	NF	SWITCH: DIMMER, DASH LITES	1

BOM-009

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
EMP Mini Hybrid				
	2020032085AA18	EMP	Kit, EMP Mini Hybrid MH8	1

BOM-010

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
IVN2 Replacement Kit				
	100-816-0000	Clever Devises	IVN2 Replacement Kit	1

BOM-011

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
LED Dome Lamp Retrofit Kit				
	LRS84001	Pretoria	LED Retofit Kit for CTA NF D40LF	1
	LED-R-NFL40CTA-S	Hadley		



567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Date: August 21, 2012

ADDENDUM # 3

Subject: Requisition No. **C12FR101208860** - Definite-Delivery Contract for all Labor and Material for complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred [200], 1000 Series New Flyer Buses (1000-1429, except for 1005).

We are enclosing Addendum No. 3 for the subject requisition:

Attached are minutes from the meeting held July 5, 2012 at the South Shops Facilities, including the attendance sheets.

1. Remove the existing Title Page
Replace with the new attached Title Page identified as "Addendum No. 3".
2. Remove the existing Bid Proposal Pages (P-1 – P-2)
Replace with the new attached Bid Proposal Pages (P-1 – P-3)
pages identified as "Addendum No. 3".
3. Remove the existing Special Conditions Pages (SC-1 – SC-46)
Replace with the new attached Special Conditions Pages (SC-1 – SC-48)
pages identified as "Addendum No. 3".
*** Note changes include but are not limited to pages (SC-1) Scope of Work and Performance Bond, (SC-02 Definite Quantity, (SC-3 & SC-5) Bidder Qualifications- paragraphs I & D were added, (SC-7) Pick up and/or Delivery of Buses, (SC-9) Float Schedule, (SC-25) Warranty-added ZF Transmission paragraph and EMP Warranty, (SC-24) Fleet Defects-deleted, (SC-29) Warranty after Replacement/repairs, (SC-26) Basis of Contract Award and (SC-34) Excusable Delays/Force Majeure.
4. Remove the existing Detail Specifications 9985-12 Pages (D-1 – D-15)
Replace with the new attached Detail Specifications 9985-12A Pages (D-1 – D-15)
pages identified as "Addendum No. 3".
5. Remove the existing Contract For Supplies Pages (R-1 – R-4)
Replace with the new attached Contract For Supplies Pages (R-1 – R-4)
pages identified as "Addendum No. 3". Note change was to Page (R-3),
Section No. 15.
6. Remove the existing Special Conditions Disadvantaged Business Enterprise
Commitment Pages (1 –32)
Replace with the 'new' attached Special Conditions Disadvantaged Business
Enterprise Commitment Pages (1 –32)
pages identified as "Addendum No. 3". Note change was to Page (1)
7. Remove Buy America Requirements Pages 1- 10 and refer to the following FTA
link for a current copy of 49 CFR Part 661:
<http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>

8. Remove the Buy America Certification Form and replace with the new attached Buy America Certification Form which only includes Rolling Stock certification. page identified as "Addendum No. 3".

- **Please Note: The DBE goals must be met as follows: A bidder who submits a bid for bus overhaul services must meet the 4% DBE participation goal for overhaul labor services. A bidder who submits a bid to supply parts for the bus overhaul work must meet the 3% DBE goal for parts. A bidder who submits a bid for both the overhaul services and provision of the necessary parts for the overhaul work must meet each of the 4% goal on the services to be provided and the 3% goal on the provision of parts. The bidder may also meet either or both of the contract goals by showing good faith efforts to meet said goal as described in 49 C.F.R. Part 26.**
- **Please Note: Although many questions and answers are the same on the addenda issued to both C12FR101208860 & C12FR101292239, there were also some questions exclusive to one addenda. Therefore, interested parties are encouraged to review responses to both addenda.**

The following are questions from the potential bidders:

1. **Question:** Section 2. Compliance with the Laws, Page R-1 of 4
Will the successful bidder / contractor / sub contractor be required to have a city business license before bidding?

CTA Answer: This provision reads as follows:

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.

No additional clarification is needed.

2. **Question:** Section 2. Compliance with the Laws, Page R-1 of 4
Will the successful bidder / contractor / sub contractor be required to have a state repair shop license before bidding?

CTA Answer: This provision reads as follows:

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.

No additional clarification is needed.

3. **Question:** Performance/Payment Bond, Page SC-1
The performance bond is calculated based upon the total bid. We request that the Performance Bond requirements be changed to a fixed amount of \$2 Million Dollars since CTA has stated that they may only award sections of this proposal to several contractors.

CTA Answer: A Performance Bond or Irrevocable Letter of Credit in the amount of 5% of the contract will be required for all overhaul contracts that include labor.

4. **Question:** Definite Quantity: Section (b) - Page SC-2
This section only describes a minimum order of 225 overhaul kits "and or" overhaul services. Would CTA change this section to describe a minimum order to include overhaul services?

CTA Answer: The minimum order of 225 includes kits and respective services, refer to Special Conditions Page (SC-28) revised "Basis of Contract Award"..

5. Question: Warranty: Page SC-21

Who will be responsible for the material warranty if CTA elects to supply the material from another contractor?

CTA Answer: CTA will not be supplying material from another contractor.

6. Question: Basis of Contract Award: Page SC-27

Will CTA be awarding contracts to more than one bidder for the same line item on the Price Proposal Page P-1 and P-2?

CTA Answer: No

7. Question: Will CTA be awarding a single contract to more than one bidder for all items on the Price Proposal Page P-1 and P-2?

CTA Answer: Refer to Special Conditions Page (SC-28) revised "Basis of Contract Award".

8. Question: Will CTA be awarding a single contract to one bidder for one line item, then awarding a different line item to second bidder and then awarding another line item to third bidder?

CTA Answer: Refer to Special Conditions Page (SC-28) revised "Basis of Contract Award".

9. Question: Specification 9985-12: Page D-1 Section 1.3

What would be the delivery schedule for overhaul kits if CTA were to purchase different combination of overhaul kits?

CTA Answer: The delivery schedule is to deliver 6 buses a week and to complete all 429 buses in 620 calendar days from notice to proceed.

10. Question: How will CTA handle rebuild cores (engine, transmissions and alternators) if they elect to buy only BOM kits from one contractor?

CTA Answer: CTA will provide re-buildable cores in quantities set forth in the procurement document. At the end of the project, CTA requires the contractor to rebuild & timely return to CTA all cores provided for the contract.

11. Question: Specifications 9985-12: Page D-2 Section 3.3

If BOM kits are to be delivered to a third party, will CTA pay the extra cost for shipping?

CTA Answer: No. Refer to revised 9985-12A section 3.3.

12. Question: Specifications 9985-12

Numerous section states that defects should be brought to the CTA inspector for disposition.

A. Will the CTA disposition lead to a "Change Order"?

B. How long will it take to get responses to these dispositions?

C. Will waiting for dispositions from CTA be a reasonable excuse for extensions of time?

CTA Answer: A. No.
B. No more than 48 hours.
C. This would depend on the defect.

13. Question: Section 7 Product and Technical Support: Engine Specification 1060-10: Page D-9 Section 7.1 states "The Contractor shall provide....." We request that this statement be changed to state "The Contractor and or its Sub Contractor shall provide...."

CTA Answer: This request is denied.

14. Question: Transmission Specifications 5396-10: Page D-2 Section 3.7

This section states "The Contractor shall have, on its property....." We request that this statement be changed to state "The Contractor and or its Sub Contractor shall have, on its property....."

Transmission Specifications 5396-10 Page D-3 Section 3.8

We request this section be deleted since the transmissions are coming from running buses.

CTA Answer: This request is denied.

15. Question: Section Failure Analysis :Transmission Specifications 5396-10: Page D-6
We request this section be deleted since the transmissions are coming from running buses.
CTA Answer: This request is denied.

16. Question: Sections 4.3, 4.4 and 5.1: Transmission Specifications 5396-10: Page D-3
These sections states "The Contractor shall have....." We request that this statement be changed to state "The Contractor and or its Sub Contractor shall have...."
CTA Answer: This request is denied.

17. Question: From discussions at the Pre-Bid meeting on 7/5/12 it was stated that the bus completion date may be 3 years from now. Would CTA allow for inflationary cost increases? This clause is not in the CTA specifications.
CTA Answer: No.

18. Question: From discussions at the Pre-Bid meeting on 7/5/2012 it was stated labor cost has already been determined at CTA using its personnel and this cost will be used to determine if labor repairs will be performed by an outside contractor or by CTA personnel.
How was this cost determined?
CTA Answer: This information is not required for preparation of bids.

19. Question:
What labor rate was used to determine this cost? Was overhead, benefits and labor cost included to determine the cost?
CTA Answer: Refer to the answer to No. 18

20. Question: If a bus arrives at a contractor with hidden, accident or unspecified damage in the area of repairs, how will this be handled by CTA?
CTA Answer: If hidden or unspecified damage is found, notify the CTA inspector for disposition in writing.

21. Question: If a bidder does not bid on all lines and items on the "Price Proposal", will they be considered as non responsive?
CTA Answer: Vendor must respond with either a specific bid price or a "No Bid" for each line item on P1 and P2.

22. Question - CTA has stated that there is only a minimum guarantee on some of the items and no guarantee on all the items. How will CTA determine the delivery requirement for the successful bidder or bidders?
CTA Answer: Refer to Special Conditions Page (SC-28) revised "Basis of Contract Award".

23. Question: From discussions at the Pre-Bid meeting on 7/5/2012 it was stated CTA will be using the lowest priced bidder for each line item on the Price Proposal. Will CTA be using one contractor to do some work then moving the bus to another contractor for other work if their prices are lower?
CTA Answer: Refer to Special Conditions Page (SC-28) revised "Basis of Contract Award".

24. Question: Are the bidders required to furnish the actual performance bond, cashier check or letter of credit prior to submission of the bid proposal?
CTA Answer: CTA will request the Performance Bond following the award.

25. Question: Please clarify whether the performance bond amount is 25% of the awarded contract value or the full amount of the contract value.
CTA Answer: Refer to the answer for No. 3.

26. Question: Can you please clarify the term in which the CTA is requiring the performance bond be held for as it is stated in the Performance and Payment Bond Requirements "the bond must cover the warranty period"?

CTA Answer: 1 year after completion of contract.

27. Question: How did the CTA determine that the performance bond requirement should be 25% the full amount of the contract?

CTA Answer: Refer to the answer for No. 3.

28. Question: Are the certified copies of the required insurance policies needed as part of the bid submission or will the CTA request copies of the successful bidder at time of award?

CTA Answer: CTA will request copies of insurance policies when the contract is awarded.

29. Question: Is a certificate of coverage on the CTA approved form valid for up to 90 days after the contract award until a certified copy of the insurance policy is submitted?

CTA Answer: Yes, a CTA Certificate of Insurance will suffice until the policy is submitted.

30. Question With regards to the Buy America requirements, has the CTA determined if this midlife overhaul pertains to "rolling stock" and therefore must meet 60 percent domestic content or under the general requirement of 100 percent domestic content?

CTA Answer: The Rolling Stock requirements apply to this procurement. Vendor(s) must complete the Buy America Rolling Stock certification form included with this addendum. Please note that the new certification form included with this addendum only includes Rolling Stock certification.

31. Question Special Conditions, Pick Up and/or Delivery of Buses (continued), Page SC – 8; All work shall be completed within six hundred twenty (620) days after Contractor is issued the "notice to Proceed". Is this in calendar days or working days?

CTA Answer: Calendar days.

32. Question -Special Conditions, Bidder Qualifications, H, Page SC – 3;

What documentation will CTA accept as "satisfactory record of previous performance" to be compliant?

CTA Answer: See Special Conditions Page (SC-3).

33. Question Reimbursement for Labor and other related costs; SC – 24;

The CTA shall be reimbursed by the Contractor for labor. Will these labor costs be calculated using standard repair times or actual repair times?

CTA Answer: Actual repair times.

34. Question - Section: 5.10.2- Page: D-13

Clarification: Should "bike ramp pivot plate" read bike rack pivot plate?

CTA Answer: Yes.

35. Question - Section: 6.1- Page: D-14

Clarification: Please clarify when it would be applicable for the contractor to utilize the CTA's MMIS.

CTA Answer: Refer to Section 6.0 **MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS)**.

36. Question - Section: Detailed Specifications 7958-12- Page: _____

Clarification: There are many instances where the contractor is required to inspect components and/or areas of the bus and bring issues found to the resident inspector for disposition. Please clarify that repairs requested will be subject to change order including cost and contract extension if necessary.

CTA Answer: Refer to the answer to No. 12.

37. Question - Section: Detailed Specifications 7958-12- Page: _____

Clarification: There are a number of instances throughout the specification that requires new hardware. Is the required hardware included in the appropriate BOM?

CTA Answer: Yes, where needed. The contractor will use industry best practice and own its "shop type hardware" where and when appropriate. All vendor work, work practices and business decisions shall be covered under full warranty as provided in these documents.

38. Question - We will need a sample file with sizing for us to properly quote the graphics.

CTA Answer: All sample decals shall be provided by CTA if and when required.

39. Question Section: Master Kit Page SC-8

Please confirm that only the items in BOM-001 through BOM-008 will be required.

CTA Answer: No. For example page D-6 and D-8 sections 5.1.6, 5.1.7, 5.1.8, 5.1.9 and 5.8.2.

40. Question- Section Special Conditions - Pick-Up and Delivery of Buses- Page SC-8

The rate of completion indicates 3 buses to be completed per 30 day period from a date 120 days after notice to proceed. All work is to be completed within 620 days. If 3 buses are completed every 30 days for 500 days, approximately 50 buses will be completed. Please clarify calculations, bus completion requirements and whether days includes non-working days.

CTA Answer: Refer to revised SC-7.

41. Question- Section: 2 through 8.1 Page D-2

Please confirm that sections 2 through 8.1 apply only if the contractor is providing service.

CTA Answer: No clarification needed.

42. Question- Section: Detailed Specification – General Requirements for Overhaul Service – 4.4-
Page: D-3

Please explain whether graffiti is considered hidden damage.

CTA Answer: Graffiti is not hidden damage.

42a. Question- Will change orders be required?

CTA Answer: No.

42b. Question- Does this answer change if parts need to be removed and replaced due to graffiti?

CTA Answer: No.

43. Question- Section: 5.1.1, d page: D-5

What is the intent of supplying specification 4745 when specific manufacturers and part numbers are required?

CTA Answer: To inform potential contractors of CTA's hose requirements as it relates to silicone hoses.

44. Question- Section: 5.1.2 Page: D-5

Detailed specifications 1060 lists 3 different configurations for each model engine. Which configuration is required?

CTA Answer: New part number DR27071RXM280ZF.

45. Question- Section: 5.1.11, a Page: D-7

The specification requires a tag be attached to the DPF. Does CTA know if the required tag currently comes on the DPF? If not does the CTA know if the manufacturer will allow a tag to be attached to the DPF?

CTA Answer: Bidders shall investigate and handle as stated. Serial number identification is satisfactory.

46. Question- Section 5.2.3 page: D-8

All float transmissions supplied by CTA must be returned rebuilt. Please clarify the number of units supplied that will be cores.

CTA Answer: Each core shall be returned to CTA in a rebuilt status as per specifications.

A minimum of 4 cores will be supplied.

47. Question- Section 5.4.2 page: D-8

Specification requires "The Thermo King configuration rev level shall be checked and if not at the validated rev level "52V or 52Y" it shall be updated." Does the CTA have any idea how many units will require updating?

CTA Answer: Yes, CTA will provide units as needed.

48. Question- Section: 5.4.3 Page: D-9

Are all of the items listed in this section included in the T11-M114- KIT?

CTA Answer: Yes

49. Question- Section: 5.9.1 page: D-12

Specifications 7958 required the alternator be returned to CTA if the cost to rebuild is 75% of new. Please clarify.

CTA Answer: This is for informational purposes only; the alternator is supplied with every rebuilt engine.

50. Question- Section: 4th paragraph Page: SC-6

On page SC-6, the 4th paragraph (as well as on other pages) refers to "Detailed Specification No. 9985-10". There is no detailed specification 9985-10 included. Should this be 9985-12?

CTA Answer: Yes.

51. Question- Section: Master Kit Page: SC-9 through SC-23

On page SC-6, the 4th paragraph (as well as on other pages) refers to "Detailed Specification No. 9985-10". There is no detailed specification 9985-10 included. Should this be 9985-12?

CTA Answer: Yes.

52. Question- Section: Special Conditions – Scope of Work Page: SC-1

Please explain how a determination will be made whether to supply labor or only parts.

CTA Answer: Refer to Special Conditions Page (SC-28) revised "Basis of Contract Award".

53. Question- Section: Special Conditions – Definite Quantity Page: SC-2

Please explain how a determination of quantity will be made?

CTA Answer: CTA will make that determination as per revised "Basis of contract Award" and actual bids.

54. Question- Section: Special Conditions- Definite Quantity Page: SC-2

Please explain whether tiered pricing is permitted based upon actual quantity.

CTA Answer: No.

55. Question- Section: Special Conditions- Definite Quantity Page: SC-2

Please explain whether tiered pricing is permitted based upon actual quantity.

CTA Answer: No, refer to Special Conditions Page (SC-28) revised "Basis of Contract Award".

56. Question- Section: Special Conditions – Bidder Qualifications – H Page: SC-3

Please explain what is needed to demonstrate a satisfactory record of performance providing parts in accordance with the Master Schedule.

CTA Answer: See revised Bidder Qualifications on Page SC-3, paragraph I.

57. Question- Section: Special Conditions – Pre-Bid Meetings and Inspection of Equipment
Page: SC-5

Please explain whether additional buses will be available for inspection in addition to the pilot vehicle. As this bus has been completed, it is impossible to determine condition. Please also explain why this bus is illustrative of other 429 buses included in project.

CTA Answer: No, prototype Bus 1005, as well as along with Bus 1222, were available for review during the pre-bid meeting.

58. Question- Section: Special Conditions Pick-Up and Delivery of Buses Page: SC-6
Please clarify whether the buses may be tested on public streets.

CTA Answer: No.

59. Question- Section: Special Conditions Pick-Up and Delivery of Buses page: SC-6

Please clarify whether buses may be driven on public streets between facilities.

CTA Answer: No.

60. Question- Section: Special Conditions Pick-Up and Delivery of Buses page: SC-7

Please clarify whether the initial float of 10 buses will be increased during the project.

CTA Answer: CTA does not intent to increase the float.

61. Question- Section: Special Conditions - Warranty – Subsystems Page: SC-21

Please clarify that warranty will only be required on parts and labor furnished by subcontractor as opposed to portions of subsystems that are outside the scope of the procurement.

CTA Answer: The warranty shall only apply to parts and labor furnished by the contractor and any defects in other systems resulting from vendor provided parts and workmanship.

62. Question- Section: Special Conditions - Reimbursement for Labor and Other Related Costs

Page: SC-24

Please explain whether the labor rate of \$127.51 per hour is the same rate that is being used for comparison purposes to determine whether labor will be procured.

CTA Answer: The \$127.51 is CTA's current labor rate that shall be applied for any and all warranty work performed by CTA; it will not be used in determining "The Basis of Contract Award".

63. Question- Section: Detailed Specification – Scope – 1.1 Page: D-1

Please explain the evaluation factors that will be used to determine whether overhaul kits only or overhaul kits and overhaul labor will be procured.

CTA Answer: Refer to Special Conditions Page (SC-28) revised "Basis of Contract Award".

64. Question- Section: Detailed Specification – Scope – 1.2 Page: D-1

Please confirm all engines and transmissions are to be replaced.

CTA Answer: Not all engines and transmissions will be replaced.

65. Question- Section: Detailed Specification – Overhaul Service – 2.1 Page: D-2

Please explain whether it is possible for any non OEM item to be approved that has not yet been submitted for approval. If it is possible, please clarify the deadline for submitting such item for approval and what is required with submission.

CTA Answer: Each request will be considered on a case by case basis. Occasionally, the standard minimum test period may be waived for some products/components. This will be determined by the type of product offered and final opinion of CTA's Bus Technical Services engineers.

66. Question- Section: Detailed Specification – Overhaul Service – 2.1 Page: D-2

Please explain whether it is possible for a labor contract to be awarded to one contractor if a parts contract is awarded to another contractor.

CTA Answer: Refer to Special Conditions Page (SC-28) revised "Basis of Contract Award".

67. Question - In which order will the successful bidder receive the buses? i.e. by consecutive VIN or will they be randomly selected?

CTA Answer: The sequence of buses will be determined by need.

68. Question - Are buses going to be "complete" upon arrival? If not does CTA provide the missing parts?

CTA Answer: Yes to both questions.

69. Question - Are buses going to be "free of collision damage" upon arrival? If not, does CTA allow for Change Order's to compensate the successful bidder?

CTA Answer: It is not CTA's intent to deliver buses with body damage (substantial) nor is it CTA's intent to allow Change Orders in this matter; this contract is not intended to have any body repair work performed by the Contractor.

In everyone's best interest, CTA will perform a pre-delivery bus inspection and record condition/findings on a "Bus Inspection" document (attached, in addendum). A copy of this document will remain in the home location's bus file and the original will be delivered to the contractor where the contractor and CTA's resident inspector shall inspect the bus immediately upon arrival and record any deviations. The contractor shall not perform any bus body repairs without the written approval from the General Manager of CTA's Bus Heavy Maintenance.

At the conclusion of awarded/authorized contract work, the contractor/CTA resident inspector updated "Bus Inspection" document will be used to fully document any change in the body condition of the bus. The contractor will be held responsible for any and all damage sustained during the time the bus is in contractor's possession. General Manager, Bus Heavy Maintenance or his designee shall fully assess any such damage and direct the contractor to handle proper and timely repairs at their own expense or have the work performed at CTA and expect timely payment for all labor and material expense.

A copy of the updated "Bus Inspection" sheet shall remain with the contractor and the original copy shall be returned with the completed bus and placed on file at the home location.

70. Question - Will CTA provide the bidders with a complete equipment list that includes the current serialized numbers of the major components?

CTA Answer: No.

71. Question - Regarding the onsite inspector who will be determining the disposition of issues: Who will be responsible to pay for issues discovered? CTA or the successful bidder?

CTA Answer: If within the scope of the contract the successful bidder will be responsible for the repair.

72. Question - Will the successful bidder need to manage and support this fleet with parts for 12 years following this bid even after the OEM stops production of the required parts?

CTA Answer: No.

73. Question - Define 100% Operating Cost (is it only labor and parts or overhead as well)

CTA Answer: If this question refers to the DBE requirements, please refer to revised DBE "Special Conditions Disadvantaged Business Enterprise Commitment", Page 1 of 12.

74. Question Is CTA expecting batteries, glass coverage and lack of maintenance to be covered under warranty?

CTA Answer: Scope does not include battery and glass coverage. Warranty is covered in the Special Conditions Page (SC-22).

75. Question - Pass through warranty: Does CTA require a waiver for the engine and transmission?
CTA Answer: Yes. Refer to page SC-24 "Pass-Through Warranty".

76. Question - Will CTA provide all maintenance records within five days of request?
CTA Answer: CTA will respond to reasonable requests for relevant maintenance records.

77. Question - Will CTA perform warranty work on the coach that is required by the contractor to perform to return the bus back into service the next day?
CTA Answer: Refer to Page SC-25, "Repair Procedures".

78. Question - Do we have to have warranty support on-site for all three shifts?
CTA Answer: No, While CTA seeks the best possible and timely warranty support, this is more of a business decision for the contractor to make.

79. Question - The regulation calls for 60% domestic content, which is for the entire bus. So if we're just doing a mid-life refurbishment is Buy America based on the total content of the bus or 60% of replacement products due to refurbishment?
CTA Answer: Refer to the answer to No. 30.

80. Question - Bid requires Cummins Recon engines only, presently they are built in Mexico and will not meet Buy America: Can we get an exception to Buy America?
CTA Answer: Refer to the answer to No. 30.

81. Question - The ZF transmissions were built out of the US and Rebuilt transmissions will not meet Buy America: Can we get an exception to Buy America?
CTA Answer: Refer to the answer to No. 30.

82. Question - Drive axel parts MAN: Can we get an exception to Buy America?
CTA Answer: Refer to the answer to No. 30.

83. Question - Section: 4.5 – Will CTA be supplying the lighting fixtures and lenses replacement parts deemed necessary by the CTA inspector?
CTA Answer: Yes.

84. Question -Section: 5.1 – Will CTA supply sample engine serial numbers for the three bus applications from the factory installed units for each configuration?
CTA Answer: Yes, CTA will supply serial numbers as needed.

85. Question - Section: 5.1.1 – Are these parts being supplied by the contractor supplying the re-man engine / transmission package? If no, then the part numbers for the various items being called out need to be identified.
CTA Answer: Some are. Refer to BOM-002 and 003 for parts not part of the engine package.

86. Question - Can CTA provide the part numbers for the items referenced (a. through l).?
CTA Answer: Refer to the answer to No. 85.

87. Question - Section: 5.1.9 – Fleet guard Coolant Conditioner – Can CTA supply a manufacturer's part number?
CTA Answer: Refer to BOM-004, 005 and 006 (Part No. WF2121).

88. Question - Section: 5.2.2 & 5.2.3 – This references individual transmissions but engine / transmission packages are being called out in 5.1.4 & BOM-001 through BOM-003. What is the process if a removed transmission core is determined not re-buildable by the contractor?

CTA Answer: Proper and timely notification in writing must be made to CTA, who in turn will provide a re-buildable core and expect vendor to make available for pick up the non-re-buildable core. Contact the project manager listed in the Special Conditions Page (SC-6) in writing.

89. Question - Section: 5.2.3 –BOM -004 through BOM-006 is calling for a new driveshaft but this paragraph references a remanufactured shaft with new universal joints.

CTA Answer: Refer to revised Detail Specification 9985-12A, Section 5.2.3.

89a Question: Can CTA provide a specification for remanufactured driveshaft's?

CTA Answer: No, not relevant to this solicitation.

90. Question - Section: 5.3.1 – Proheat Coolant Heater assembly PH0831 referenced in BOM-002 is not a valid part number for an model M80 coolant heater. Can CTA validate the part number?

CTA Answer: Yes. It is a good number.

91. Question - Section: 5.3.3 – Is this CTA # 8234424 (Gooding) in BOM-002?

CTA Answer: Yes.

92. Question - Section: 5.4.2 –Can CTA provide a list of CTA approved filter-driers?

CTA Answer: Only approved part (G/White P/N 700QBA15).

93. Question - Section: 5.4.3 - Can CTA confirm that T11-M114 Kit is a good & correct TK number outlined in BOM-2?

CTA Answer: Yes, it is a good number.

94. Question - Can CTA provide a list of TK part numbers that make up the kit?

CTA Answer: No.

94a. Question- TK does not recognize this number.

CTA Answer: Refer to the answer to No. 103

95. Question - Section: 5.4.3 & 5.4.4 – This appears to be calling for a re-man TK compressor.

CTA Answer: No it does not call for a re-man TK compressor.

95a. Question- The compressor is not included in any BOM.

CTA Answer: Correct.

95.b Question- Need an explanation as to what will be the result of a failed compressor acid oil test.

CTA Answer: 5.4.4 states "If the test fails it shall be brought to the attention of the CTA inspector for disposition".

96. Question - Section: 5.4.5 – Can CTA confirm these are CTA # 8113511 listed in HVAC section of BOM-08?

CTA Answer: Yes.

97. Question - Section: 5.6.7 – items 1 through 6 and 8, 9 of referenced attachment F are not on the BOM-05 rear kneeling valve item list on page SC-16. Should they be included with BOM-5 item list with the contractor proposal?

CTA Answer: No.

98. Question - Section: 5.8.1 – Attachment K parts listed on page 3 are not included in BOM-5, Should they be included with BOM-05 item list with the contractor proposal?

CTA Answer: No. All parts needed are included in BOM-05, Ricon repair kit P/N 45864.

99. Question - Section: 5.9.1 – Will an alternator be provided with re-man engine / transmission package by the contractor or is it a separate item?

CTA Answer: Alternator is part of the engine package.

100. Question - Section: 5.9.4 - This references Attachment P with parts list on page 21. Should they be included with BOM-002 or BOM-008 item list with the contractor proposal?

CTA Answer: The required material is already included in the respective BOM's.

101. Question - Section: 5.10.1 – Can CTA supply the approved vandal guard brands or part numbers?

CTA Answer: Yes, CTA will provide vandal shield where and when required for the contractor to install.

102. Question - Section: 5.11.6 – Will CTA provide samples of all decals?

CTA Answer: All sample decals shall be provided by CTA if and when required.

103. Question - General Question – Where the Attachment list of part(s) are not included in the associated BOM's, where should the items be included in the proposal? If included in the Labor price, should an itemized list of parts be included with those items in the same format as the itemized parts BOM format provided by CTA?

CTA Answer: The required material is already included in the respective BOM's. To the best of our knowledge, all necessary parts are included in the respective BOM's or are a part of normal hardware/shop supplies which are to be provided by the contractor.

104. Question - Can CTA provide the required part numbers?

CTA Answer: Refer to the answer to No. 103.

105. Question - Where is this mounted on the bus?

CTA Answer: Bus interior, curbside rear in the battery equalizer compartment.

106. Question - Will CTA be supplying the Feeler Gauge, Alignment & Belt Tension Gauges?

CTA Answer: CTA will only provide the alignment tool.

107. Question – A potential bidder has a like kind engineering approval process and lab to verify Fit, Form and Function. Will CTA review parts for replacement consideration if a formal process is used before each part is submitted in an accelerated manner to ensure production can stay on task?

CTA Answer: Each request will be considered on a case by case basis. Occasionally, the minimum test period may be waived for some products/components. This will be determined by the type of product offered and in the opinion of CTA's Bus Technical Services engineers.

108. Question - What percent of US content should be there for Engine / Engine Assembly Parts?

CTA Answer: Refer to the answer to No. 30.

109. Question - What percent of US content should be there for ESW?

CTA Answer: Refer to the answer to No. 30.

110. Question - What is meant by CTA can add or subtract part numbers and how will the differences in parts costs be adjusted?

CTA Answer: To the best of our knowledge, each BOM is complete. However, CTA reserves the right to correct, add and or delete parts as needed.

111. Question - Can we bond from year to year?

CTA Answer: No. The bond should cover the contract period, plus one year after completion of the contract.

112. Question - Could you please verify that per page R-3 of 4 a performance bond is due 10 working days after acceptance of bid not upon submission of offer (see page SC-1)?

CTA Answer: CTA will request the Performance Bond following the contract award.

113. Question - Is there a cap to the amount of the performance bond? If no, can it be requested?

CTA Answer: Refer to the answer for No. 3.

114. Question - Can DBE's in states other than IL be used and will bidder get credit for using those out of state DBE's in its DBE calculations? (see pg 2 of 12 – definition of DBE)

CTA Answer: Bidders can receive credit for using any DBE that is in the Illinois UCP Directory, meaning they have been certified by CTA, City of Chicago, IDOT, Metra, or Pace.

115. Question - Is a certificate of insurance enough vs. a policy endorsement?

CTA Answer: Yes, a CTA Certificate of Insurance Form is satisfactory, as long as all endorsements pertaining to the policies are submitted. If requested, the CTA shall have the right to examine copies and relevant provisions of applicable insurance policies that are required by the agreement.

116. Question - The proposed 3 per month production schedule doesn't meet the total production schedule of 1000 possible total units in 24 months.

What happens if bid is awarded to a company but that company is unable to comply with all of the requirements?

CTA Answer: Refer to revised Page SC-7, of the "Special Conditions".

117. Question - Will it be pulled from them and awarded to the next in line? If so, how and when will that decision be made?

CTA Answer: No.

118. Question - With the range of vehicle delivery being 50 miles from the CTA shop, will the successful bidder or bidder's agent be able to pick up or drop the vehicle off at a specific location 50 miles from the CTA shop where the successful bidder can load the vehicles onto a flat bed for transportation to the refurbishment facility?

CTA Answer: No.

119. Question - Please provide/explain the bid award ranking/grading system. Can the award points format be explained, or just a format on how the award calculations effects bidders?

CTA Answer: Refer to revised Page SC-7, of the "Special Conditions".

120. Question -Pages SC-24 through SC-28

Can it be restated that the manufacturer's published warranties and procedures override any conditions expressed in these proposals?

CTA Answer: No, only if the manufacturer's warranties are superior to those in the specifications.

120a Question- This would include the elimination of the Fleet Defect language.

CTA Answer: The Fleet Defect paragraph has been removed from the revised Special Conditions.

121. Question - Can the CTA clarify if the drive shaft is required as new or rebuilt? There is conflicting information on Page D-8, Section 5.2.4 of Master Spec 9985-12 and Special Conditions Page SC-10.

CTA Answer: Refer to the answer to No.89.

122. Question - Does any Bill of Material require rear motor mounts? The front motor mounts are referenced in Specification 1060-10, Section 6.1.2.

CTA Answer: Yes, all motor mount are included with the engine package.

123. Question - Which bill of material or combination of bill of materials is responsible for cleaning the interior of the bus, including lights, and graffiti removal?

CTA Answer: Cleaning of the interior of the bus is not associated with a BOM.

124. Question - Can the CTA please clarify each of the deduct lines.

CTA Answer: In the event that certain work will not be performed, the vendor shall issue to CTA a credit in the amount of line item(s) not exercised by CTA.

125. Question - In the event a Bill of Material (BOM) is exercised/not exercised that may drive a modification to a different BOM, how is the change handled?

CTA Answer: CTA does not intend foresee this.

126. Question - Could the CTA more closely define the CTA's right to add and subtract parts? Is the CTA's intent related to consumables or is there a dollar figure?

CTA Answer: This is only to provide for unintended omissions or errors. See response to question No. 110.

127. Question - In which Bill of Material (BOM) are the parts necessary for removal and reinstallation to be included?

CTA Answer: CTA does not understand the question.

128. Question - This is to request that Chicago Transit Authority amend the HVAC system rehab specifications, (Section 5.4, Pages D-8 through D-9), to utilize the attached specification wording and scope of work. We hereby request that the entire Section 5.4 be removed and replace it with the attached specification wording and scope of work.

CTA Answer: This request is denied.

129. Question- In CTA Requisition No. C12FR101208860, is it required that the ThermaCat aftertreatment system communicate with the J1939 network?

CTA Answer: Yes.

130. Question- Could CTA please clarify the schedule after notice to proceed on page SC-8 of No. C12FR101208860? How is the schedule determined if there are multiple contractors?

CTA Answer: The combined six (6) buses per week production schedule is expected regardless.

131. Question – Can CTA provide the required part numbers of the removal of the Geo Device?

CTA Answer: The required material is already included in the respective BOM's.

132. Question – Can CTA confirm that the procedure to convert 2 Pin Cummins Low Coolant Sensor to a 3 Pin is necessary as called for in BOM-002 Page SC-10?

CTA Answer: Yes, it is necessary.

133. Question – Where is the Rear EDR mounted on the bus, per CTA Drawing S1-1766?

CTA Answer: Refer to the answer to No. 105.

134. Question – Will the start date be assigned when the master kits for awarded kits are on site?
CTA Answer: The Notice to Proceed (NTP) will determine the start date.

135. Question – BOM states bolts and screws to be purchased from a vendor or stated Chicago supplier, Can a bidder use a DBE with the same hardware specs?

CTA Answer: Vendors can use any supplier of general hardware provided the contractor will use their best industry practice and own “shop type hardware” where and when deemed appropriate. All vendor work, work practices and business decisions shall be covered under full warranty as provided in these documents. A bidder shall supply all approved parts in the BOM. For general hardware refer to revised Detailed Specification 9985-12-2.2.

136. Question Please clarify whether DBE goals need to be met independently for each line item on the proposal.

CTA Answer: No, The DBE goals must be met as follows: A bidder who submits a bid for bus overhaul services must meet or make good faith efforts to meet the 4% DBE participation goal for overhaul services. A bidder who submits a bid to supply parts for the bus overhaul work must meet or make good faith efforts to meet the 3% DBE goal for parts. A bidder who submits a bid for both the overhaul services and provision of the necessary parts for the overhaul work must meet each of the 4% goal on the services to be provided and the 3% goal on the provision of parts. The bidder may also meet either or both of the contract goals by showing good faith efforts to meet said goal as described in 49 C.F.R. Part 26. Refer to revised DBE “Special Conditions Disadvantaged Business Enterprise Commitment”, Page 1 of 33.

137. Question- Section: 4.7 Page: D-4

Clarification: In order to complete a 429 bus project within 620 days, the rate would need to be approximately 7 buses per week. This would require a 30 bus float. Is a 10 bus float the limit?

CTA Answer: The delivery schedule is to deliver 6 buses a week and to complete all 429 buses within 620 calendar days from Notice to Proceed.

138. Question- Section: 5.4.8 Page: D-9

Clarification: Please provide the TK part number for CTA lot number 1485300.

CTA Answer: Reference BOM-002 (TK Part No.204-476).

Please acknowledge receipt of Addenda No. 1, No. 2, and No. 3 on the Proposal page titled Bidders Signature Page. Failure to acknowledge receipt of the three addenda may cause your bid to be non-responsive.

The bid opening date remains Friday, September 14, 2012, 11:00 a.m., local Chicago time.

If you have any questions, please contact Mr. Richard Kurek of my office at (312) 681-2469.

Sincerely,



David Johnson
General Manager, Purchasing

Enclosures (7)

cc: M. Popovic
R. Brokvist
K. Brosnan
Contract File (C12FR101208860)

Minutes of Pre-Bid Meeting

Date: July 5, 2012

Re: RFP No. C12FR101208860 – Definite-Delivery Contract for all Labor and Material for complete “Turnkey” Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred Twenty-Five (225), 1000 Series New Flyer Buses.

Attending:

For CTA: Richard Kurek, Norm Santos, John Ward, Tom Matuszak, Tim Biocic, Dennis Milicevic, Jennifer Wilkins

For Thermo King, Chad Koll, Jody Carr, Chuck Rodman, Bob Stearns; Vapor Bus Intl., Peter Buckley; Bus & Truck Company, Mike Iambor, Barry Hornecker; Inland Power Group, Myron Birschbach, Wally Merkel; New Flyer of America; Kerri Maloney, Jim Wacker; Transit Associates, Dave Hillock, Tom Kohler; Midwest Bus Corporation, Dan Morrill, Tim Rudolph; ABC Companies, Dave Pellissien, Ed Harmon, Steve Gregg, Dirk Scott, Dave Detwiler, John Perkins, Matt Irvin; TRC (American Transit Works), Ralph Malec; Navister, Darryl Robinson; Complete Coach Works, Macy Neshati, Wade Norton; CumminsNPower, Pam Vermilye, Dan Franken, Ed Hrezo, Matt Carr; Retired CTA Employee, Keith Higgins

The meeting was held at CTA's South Shop Facilities located at 7801 S. Vincennes Ave., Chicago Illinois. Procurement Administrator welcomed all in attendance. The Procurement Administrator then reminded everyone that this was a pre-bid meeting that this meeting was for both bus overhaul procurements. The Procurement Administrator then advised everyone that there would be no official CTA responses given at this meeting that official responses would come in writing via an Addendum based on questions formally asked via e-mail or letter. However, CTA welcomed any question that could be addressed at this meeting to clarify the solicitation document.

The Procurement Administrator also advised everyone that this was an IFB and there would be no communication with the bidders after the bid opening. The Procurement Administrator then stated there would be 3 buses available for viewing today, but one bus (No. 1005) had already been overhauled by CTA.

The Procurement Administrator advised everyone that an addendum was being sent out changing the current bid proposal due dates and that contract C12FR101208860 was being revised from a minimum of 225 buses being awarded to a minimum of 200 buses if awarded.

Next, CTA's DBE representative advised everyone above why the goal was established at 7% and stated that they would work with all potential bidders on ways to achieve this goal if the bidder contacted DBE.

The Procurement Administrator then requested general questions from the floor.

Question #1 – How would these procurements be funded? CTA's response was, funding for this project has not been fully identified but there are some FTA funds available for portions of these procurements.

Question #2 How was pricing structure? CTA's response was that in these procurements CTA has the ability to award by line item but CTA also had the right not to award any of these based on the pricing of each BOM.

The Procurement Administrator reminded everyone that any and all bonding questions would be handled by the Risk Management, Manager, any Law questions would be handled by CTA's Law Department.

Question #3 What happens if changes are needed during the overhaul? CTA's response was this was a low bid procurement and would prefer not to have any change orders but would be up to the CTA's inspector to recommend while working with the contractor.

Question #4 Does prevailing wages effect the DBE for both Prime & Subcontractor? CTA's project manager response was to put that question in writing, so it could be officially addressed in the Addendum.

Question #5 How would Buy America effect these procurements? CTA's response was we were moving forward unless told otherwise by the FTA.

Question #6 How would CTA determine when to schedule for the supplying of parts? CTA's response was to put that in a formal question so it could be officially addressed in the Addendum.

Question #7 Is the float rate of 6 per week correct? CTA's response was yes, but to put that in a formal question so it could be officially addressed in the Addendum.

Question #8 Was about defining OEM or already approved? CTA's response was the document speaks for itself but to put that in a formal question so it could be officially addressed in the Addendum.

Question #9 Are qualifications for parts only or does this also apply to the contractor? CTA's response was to put that in a formal question so it could be officially addressed in the Addendum.

Question #10 Does every single line item need a 7% goal? CTA's response was yes, but to put that in a formal question so it could be officially addressed in the Addendum. **NOTE: This response has been changed, please refer to: the answer to No. 136 of the addendum, the new DBE information included in the cover letter page 2 and the new DBE Special Conditions.**

Question #11 What about software upgrades? CTA's response was its software only but to put that in a formal question so it could be officially addressed in the Addendum.

There were others questions regarding who at CTA would be answering these questions. CTA's response was all departments will review the questions and respond to only those pertain to their area of expertise, but they should put that in a formal question so it could be officially addressed in the Addendum.

The Procurement Administrator reminded everyone again that CTA's responses were not official and if they needed an official response, they must submit their request question in writing via mail or e-mail to the Procurement Administrator by 4:30 p.m., July 16, 2012.

If there were no further questions, therefore the meeting was adjourned. The group was then led to the buses for review.



MEETING ATTENDANCE C12FR101208860 & C12FR101292239

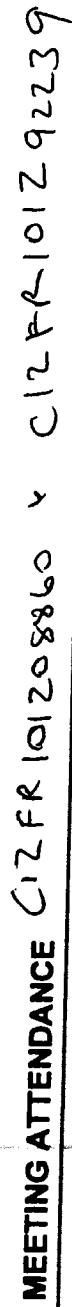
Subject: OVERHAUL OF 429 NF BUSES & 600 WF BUSES

Date 7/5/12

Time 10:00

Location SOUTH SHOPS

NAME	AFFILIATION/POSITION	PHONE NO.
Chad Koll	Regional Aftermarket Mgr / Thermo King	952-334-5198
Jody Gurr	Sales & Marketing Mgr. Bussines & Thermo King	952-454-8886
Chad Rodman	Product Sales Mgr. Bus & Thermo King Components	(952) 887-2446
Bob Stevens	Technical Auto Center / Thermo King	(708) 563-2700
Peter Buckley	VP of Bus Sales	847-226-8102
Jennifer Wilkins	CTA, Compliance Officer	312-681-2119
Richard Kuehl	CTA Purchasing	312-681-2469
Nike Jambor	BTC	773-523-6003
Barry Hornecker	BTC	773-523-6003
Myron D. Bascich	Finance Power Corp	630-871-1111
Wally Merkel	IPC	630-871-1111
John Merwin	CTA	(312) 907-6791
John Jura	CTA	773-805-0205



Subject: OVERHAUL OF 429 NF BUSES & 600 WF BUSES

Date 7/5/12

Time 10.00

Location SOUTH SHOP

[illegible]



MEETING ATTENDANCE C12FR101208860 & C12FR101292239

Subject: OVERHAUL OF 429 NF BUSES & 600 WF BUSES

Date 7/5/12

Time 10:00

Location SOUTH SHOPS

NAME

AFFILIATION/POSITION

PHONE NO.

Don Vermilye

Customer's Rep / Account Manager

708-482-2876

Don Franken

" "

708-482-2857

Ed Hrezo

" "

708 482-2848

Eratt Carv

" "

708 482-2868

Tom Munir

CTA Technical Services

Ext 7224



MEETING ATTENDANCE C12FR101208860 & C12FR101292239

Subject: OVERHAUL OF 429 NF BUSES & 600 NF BUSES

Date 7/5/12

Time 10.00

Location SOUTH SHOPS

NAME	AFFILIATION/POSITION	PHONE NO.
Patti Moloney	New Flyer Parts	(204) 229-3175
Jim Wacker	New Flyer Parts	414 339 1828
Jim Rudolph	Midwest-Bus	989-729-5891
Don Morrill	Midwest-Bus	989-723-5241
Dave Hillock	Transit Associates	630-241-2044
DAVE PELLISSIER	ABC	407-656-7977
ED HARMON	ABC	407 641 6200
Steve Gajda	ABC	260-466-3493
Lee Hoyer	ABC	407-694-1644
DIRK SCOTT	ABC	352 516-3978
DAVE DETWILER	ABC	574-538-7886
John Peckels	ABC	(202) 510-7106
Tom Kohler	Transit Assoc	312 590-0198
D. KEITH HIGGINS	Retired CTA	(708) 212-6320
KARL MALEC	TRC-ATW	815-931-9506
Nolan Smith	CTC	312-735-9625



ADDENDUM # 3

PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR
**A DEFINITE-DELIVERY CONTRACT FOR ALL LABOR AND MATERIAL
FOR COMPLETE "TURNKEY" OVERHAUL FOR UP TO FOUR HUNDRED
TWENTY-NINE [429], 1000 SERIES NEW FLYER BUSES, WITH A
MINIMUM OVERHAUL QUANTITY OF TWO HUNDRED TWENTY-FIVE
[225], TWO HUNDRED [200], 1000 SERIES NEW FLYER BUSES.**

REQUISITION NO.: C12FR101208860 **SPECIFICATION NO's.:** See Attached
Listing (11 Specifications)
ATTACHMENTS: YES **PROJECT NO.:** Not yet determined
INSURANCE REQUIRED: YES **BID DEPOSIT AMOUNT:** N/A

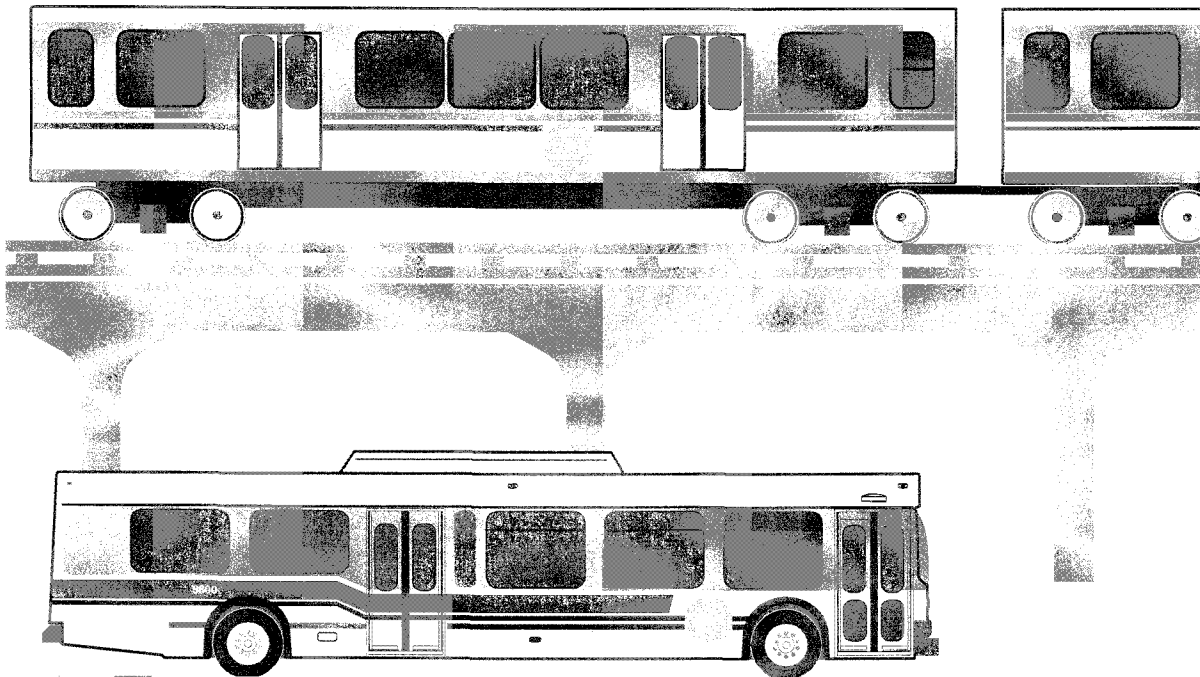
INFORMATION:

Senior Procurement Administrator: Richard A. Kurek
Phone Number: (312) 681-2469 **E-mail address:** rkurek@transitchicago.com

BID PACKAGES TO BE RETURNED TO:

**By Mail or In Person Drop-off
Chicago Transit Authority
Bid Office - 2nd Floor
567 West 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**

**BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12A**

By execution of this Proposal the undersigned offers, in accordance with the terms of the Contract Documents of which this proposal is a part, to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 New Flyer D40LF 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

As described in these General and Special Conditions and "master" Detail Specification No. CTA 9985-12 and other specifications, attachments and documents as listed, herein at the price per line item as indicated below:

This Contract to become effective upon execution of Contract document and shall remain in effect until completed.

NOTE: Prices quoted shall be firm for the entire contract period.

PARTS	BILL OF MATERIAL (BOM)	TOTAL PRICE PER BUS
1.	Engine Package & Transmission	_____
	With extended warranty – explain terms	_____
2.	Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____
3.	Radiator Assembly and associated parts	_____
4.	DPF Kit- 5 year or 100,000 mile warranty, whichever comes first	_____
5.	Shocks, Rods, Valves and associated parts	_____
6.	Seat Inserts (buses 1001 thru 1304) and associated parts	_____
7.	Seat Inserts (buses 1000, 1305 thru 1429) and associated parts	_____
8.	Additional -Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____

BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12A

LABOR

LABOR - BOM (1, 2, & 3) Engine Package & Transmission, air system, HVAC & Radiator	<hr/>
LABOR – BOM (4) DPF Kit	<hr/>
LABOR - BOM (5) Shocks, Rods, Valves and associated parts	<hr/>
LABOR - BOM (6 & 7) Seat Inserts	<hr/>
LABOR- BOM 8 Additional air system, HVAC & engine electrical	<hr/>
LABOR Complete Turnkey including all 8 BOM	<hr/>
LABOR- (Paint-Section 5.11)	<hr/>

BID PROPOSAL
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-12A

DEDUCTS, If Any

In the event that certain work will not be performed, The vendor shall issue to CTA a credit in the amount of line item(s) not exercised by CTA. CTA reserves the right to get a cost analysis.

1. Not removing or re-installing Engine Package _____
from 1000 series bus
2. Not replacing a Cummins Recon ® ISM Engine _____
3. Not replacing a ZF 6HP 592C Transmission _____

NOTE: The amount of the deducts, if any, will not be used in the evaluation of bids because the amount of deducts is not known nor expected to be many in number.

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

General e-mail address if different from above: _____

ADDRESS OF OVERHAUL FACILITY: _____
PERSON TO CONTACT: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

SCOPE OF WORK ("Work")

This is a Definite-Delivery Contract requirement to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429), with a minimum overhaul quantity of two hundred [200], 1000 New Flyer LFS 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

PERFORMANCE/PAYMENT BOND

The bidders shall furnish at its own expense performance security in the form of a cashier's check, or letter of credit in a form approved by the CTA **before offer submission**, or a performance bond, from a surety duly licensed to do business in the State of Illinois having a financial rating from A.M. Best Company of a "A VII" or better, in the amount of ~~twenty-five~~ **five** percent (~~25~~ **5**%) of the full amount of the Contract. The bond shall cover all of Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled and/or last bus has been delivered and accepted for service by the CTA.

INSURANCE

Insurance requirements are stipulated in a separate "Insurance Requirements" document. Bidders are advised that certified copies of required insurance policies are required before award of contract. Insurance Certificates are NOT acceptable.

DEFINITIONS

Unless defined otherwise herein, the following definitions apply to this Order and its attachments:

- (a) Chicago Transit Authority, CTA, Authority, and Buyer are synonymous herein.
- (b) Bidder, Seller, Vendor, Contractor and the company, organization or person(s) to whom the Order is addressed are synonymous herein.
- (c) Purchase Contract, Contract, Purchase Order and Order are synonymous herein.
- (d) Overhaul Kit, Master Kit, Part, Item, Kit, Component, Subsystem, Sub-assembly and Assembly are synonymous herein.

PROPOSAL PAGE PREPARATION

The Bidder is to quote a lump sum price for each overhaul kit they propose to furnish, along with a per bus labor price, on Proposal Pages (P-1 and P-2).

Bidder shall indicate name of company bidding, address, contact person, title, phone number, fax number, e-mail address and payment terms.

AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding from financial assistance contracts between the Regional Transportation Authority and the Chicago Transit Authority. CTA's obligation hereunder is contingent upon the availability of appropriate funds from which payment for the Contract purposes can be made. No legal liability on the part of CTA for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives notice of such availability and approval, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DEFINITE QUANTITY

- (a) This is a definite-delivery Contract for the purchase of labor and material specified in the "Scope of Work, Page SC-1" and effective for the period stated herein.
- (b) It is CTA's intention to purchase as many of the overhaul repair kits and or overhaul services of the New Flyer, 1000 Series Buses as possible. However, a minimum order quantity of two hundred ~~twenty-five~~ [225- 200] overhaul repair kits and or overhaul services of the CTA New Flyer, 1000 Series Buses shall be ordered.
- (c) The acceptance of an Offer for award, if any, shall be evidenced by a "Notice to Award" Contract in writing delivered in person, or by registered mail to the Bidder whose offer is accepted. Such "Notice to Award" shall obligate said Bidder to commence performance under the Contract and indicate the number of 'turnkey' overhaul repairs of the CTA New Flyer, 1000 Series Buses, which the CTA shall award.

BIDDER'S QUALIFICATIONS

The qualification requirements for a bidder only apply as relevant with respect to the equipment, parts and services proposed for award to that bidder.

I. Policy

This part prescribes policies, standards and procedures for determining whether prospective Bidders are judged to be responsible in the award of a proposed contract under consideration. Purchases shall be made from, and contracts shall be awarded to responsible prospective bidders only. No purchase or award shall be made unless the General Manager, Purchasing or designee makes an affirmative determination of responsibility.

A prospective Bidder must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors, if any, in accordance with the general standards set forth hereinafter.

II. General Standards

Prospective Bidders must -

- A. Have adequate financial resources that are satisfactory to the General Manager, Purchasing or designee to insure the successful performance of the Contract in compliance with the General and Special Conditions and the Detailed Specifications, as specified, and/or shall have the ability to obtain such financial resources specifically dedicated to the performance of this Contract;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and/or other CTA business commitments, if any;
- C. Shall have a satisfactory performance record of providing O.E.M. and/or CTA approval equal maintenance and repair parts for the New Flyer, 1000 Series buses and/or other acceptable manufactured parts of similar quality to the CTA and/or other similar transit agencies (See III.C.);
- D. Have a satisfactory record of integrity and business ethics;

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BIDDER QUALIFICATIONS (continued)

- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or demonstrate the ability to obtain them that are satisfactory to the General Manager, Purchasing or designee;
- F. Have the necessary facilities (including but not necessarily limited to warehousing space) specifically allocated to an on-going inventory of O.E.M. and/or CTA approved equal maintenance and repair parts for New Flyer, 1000 Series buses (associated with this Contract), equipment and other expertise, or demonstrate the ability to obtain them (See III.A.); and
- G. Be otherwise qualified and eligible to receive and award under applicable laws and regulations;
 - (1) CTA reserves the right to determine if Bidder meets the above contract requirement. CTA reserves the right to inspect a potential bidder's facilities; and
- H. Must demonstrate and/or provide a satisfactory record of previous performance in providing the parts described in the Master Schedule, Pages SC-10 through SC-22 Failure to provide such evidence within six (6) business days from date of written notice may render a Bid as "non-responsive".
- I. The Bidder, if requested by the CTA, must provide within four (4) days of such request, information addressing the following factors bearing on the responsibility of the Bidder and its ability to comply with terms of the contract Documents:
 - (1) The qualifications and experience of officers and key personnel, and how the Bidder intends to recruit additional personnel, if required;
 - (2) A list of contacts of similar magnitude and nature successfully performed by Bidder, including names and telephone numbers of owner representatives familiar with contract performance;
 - (3) Bank and credit references;
 - (4) A summary of pending litigation, (whether the Bidder is plaintiff or defendant), arbitrations (whether the Bidder is claimant or respondent), mediations, or other dispute resolution processes;
 - (5) A copy of the Bidder's audited financial statements for the prior three (3) years and most recent interim financial statement;
 - (6) Evidence that the Bidder has suitable financial assets to meet all obligations incidental to performance of the Contract;
 - (7) A list of all equipment required to perform this contract, specifying which equipment is currently owned or leased by the Bidder and how it proposes to obtain any additional required equipment;
 - (8) A description of all indebtedness, including the identification of creditors, judgments against the Bidder within the last five (5) years, repayment schedule, and significant characteristics;

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BIDDER QUALIFICATIONS (continued)

- (9) Evidence that the Bidder is licensed, bonded, and registered in compliance with ordinances, statutes, codes and regulations of municipality in which the work is to be performed;
- (10) Documentation that the Bidder has the appropriate technical experience and familiarity with the types of mechanical and maintenance work required to perform the work;
- (11) Evidence that the Bidder is not in arrears or default to the CTA upon any dept or contract, or is not a defaulter, as surety or otherwise, upon obligations to the CTA or has not failed to perform faithfully any previous contract with the CTA.

The provisions of this section also apply to past joint venture's agreements involving the Bidder and to the individual components of a joint venture submitting bids to this solicitation. Failure by the Bidder to address the matter contained within this section may result in the Bidder be rejected as non-responsible. The CTA reserves the right to request additional and supplemental information under the section and the Bidder must provide such information in the manner and time set by the CTA.

III. Applications of Standards**A. Regular Dealer**

- 1. A **regular dealer** means a person or organization that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and general conditions, as required under the contract are bought, kept in stock, and sold to other transit agencies in the general course of business.
- 2. A prospective bidder qualifies as a **regular dealer** if, upon request, it can show that it is a regular dealer dealing in the supplies of the general character offered to CTA. Included in this criteria are the following:
 - a. It has an establishment, or a leased or assigned space, in which it regularly maintains a stock of supplies in which it claims to be a dealer. If the space is in a public warehouse, it must be maintained on a continuing basis not a demand basis.
 - b. The stock maintained is a true inventory from which sales are made. This requirement is not satisfied by (i) stock unrelated to the supplies offered, or (ii) stock maintained primarily for the purpose of token compliance with this requirement, from which few, if any, sales are made.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

BIDDER QUALIFICATIONS (continued)

- b. The supplies stocked are of the same general character as those offered and to be supplies under the Contract. To be of the same general character, the items to be supplied must be either identical with those in stock or be supplies for which other dealers in the same line of business would be an obvious source.
- d. Sales are made from stock on a recurring basis, are not only occasional, or constitute an exception to the usual operations of the business.
- e. Sales are made regularly in the usual course of business to other transit agencies, other than CTA, or to public transit organizations.

B. Ability to obtain resources

Except to the extent that a prospective bidder has sufficient resources or proposes to perform the Contract by subcontracting, the General Manager, Purchasing or designee may require acceptable evidence of the prospective contractor's ability to obtain required resources. Acceptable evidence normally consists of a commitment or explicit arrangement, which will be in existence at the time of the contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel.

C. Satisfactory performance record

A prospective bidder that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the General Manager, Purchasing or designee determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective actions. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. The General Manager, Purchasing or designee shall consider the number of contracts involved and the extent of deficient performance, if any, in each contract when making a determination.

- D. Have a minimum of 3 to 5 years of verifiable maintenance experience, including experience and knowledge of removing and installing a Cummins engine package with a ZF or Allison World transmission. In addition, must have sufficient facility capacity to accommodate the desired rate of production.

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT

It is the intent of this section that the following matters and all other major engineering considerations be settled to the satisfaction of the bidder and the CTA before submission of bids so that CTA may determine exactly what the bidder is offering. After award of a Contract, if any, the CTA recognizes no obligation to consider Contractor's proposal which should have been presented during the pre-bid period.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT(continued)

A Pre-Bid Meeting and Inspection will be held on Thursday [July 5, 2012]. The meeting will convene at [10:00 A.M. (Central Standard Time)] in the Chicago Transit Authority's [South Shops Repair Facility], located at [7801 South Vincennes Avenue, Chicago, Illinois 60620]. Prospective Bidders are requested to submit written questions to the Senior Procurement Administrator, identified on the Title page, in advance of the Pre-Bid Meeting. In addition, questions may be submitted in writing up to Monday July 16, 2012. Responses will be shared with all prospective Bidders via an Addendum.

Prospective Bidders are reminded that any changes to the bid document will be by written addenda only, and nothing stated at the Pre-Bid Meeting and Inspection shall change or qualify in any way any of the provisions in the bid document and shall not be binding on the CTA.

CTA shall make available to all Bidders, the CTA New Flyer 1000 Series bus (Bus number 1005) for the purpose of performing an inspection of the equipment to determine necessary modifications, if any additions to the bus to properly implement the complete overhaul on each bus. This meeting shall be the only official general meeting for potential bidders to view the bus. The date, time and location for the Pre-Bid Meeting and Inspection of said bus is specified above.

QUESTIONS. CLARIFICATIONS AND OMISSIONS

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Senior Procurement Administrator, identified on the Title page. Bidders and their representatives shall not make any contact with or communicate with any member of the CTA, or its employees and consultants, other than the designated Senior Procurement Administrator, in regard to any aspect of this solicitation or offers. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing.

At any time during this procurement up to the time specified in "Pre-Bid Meetings & Inspection of Equipment, Page SC-3," Bidders may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the bid document, or any addenda to the bid document. Such written requests shall be made to the Senior Procurement Administrator.

Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the bid document, without a substantial increase in cost or time requirements.

If it should appear to a prospective Bidder that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the bid document or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or CTA law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the CTA within the time period specified above.

DATA AND INFORMATION

Questions regarding technical adjustments, settings, materials, procedures, or any problem that might arise during the bus overhaul should be addressed to the Project Manager, Mr. Tim Biocic, 7801 South Vincennes Avenue, Chicago, Illinois 60620, or (773) 874-7100, Ext. 7224.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

ADDENDA

The Chicago Transit Authority reserves the right to amend the bid document at any time. Any amendments to the bid document shall be described in written addenda. Notification of or the addenda also will be distributed to all such prospective Bidders officially known to have received the bid document. Failure of any prospective Bidders to receive the notification or addenda shall not relieve the Bidder from any obligation under the bid document therein. All addenda issued shall become part of the bid document.

Prospective Bidders shall acknowledge the receipt of each individual addendum in their bid document on the form Acknowledgement of Addenda. Failure to acknowledge in the bid document receipt of addenda may at the CTA's sole option disqualify the bid.

If the CTA determines that the addenda may require significant changes in the preparation of bids, the deadline for submitting the bids may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the CTA determines will allow Bidders sufficient time to revise their bids. Any new due date shall be included in the addenda.

STORAGE AND PROTECTION

Contractor shall have adequate storage facilities for buses that may be retained on his property. This storage area must be protected by some form of a Security System. Such System may be a watchman or an alarm system, certified by the Underwriters' Laboratories, and approved by the CTA to protect buses from vandalism and/or pilferage. The storage area shall be sufficiently large to accommodate a minimum of twenty [20] CTA, New Flyer, 1000 Series Buses. Adequate fire protection shall be provided by the Contractor. This fire protection system shall have the approval of the Underwriters' Laboratories, and approved by the CTA.

During cold weather (32 deg F or below), the Contractor shall provide storage facilities wherein the coolant in the bus cooling system will not freeze. Note: Bus engine may or may not have sufficient anti-freeze for proper protection. Contractor shall be required to add sufficient anti-freeze for protection.

PICK UP AND/OR DELIVERY OF BUSES

It shall be the Contractor's responsibility to provide for any and all material (see Tables BOM 1 through BOM 8) Pages SC-10 through SC-22 and any other equipment and material as identified in Detail specification No. 9985-10 to complete the overhaul of the New Flyer, 1000 Series Buses, to include the replacement of any and all material, systems, subsystems and assemblies necessary and as required to complete the overhaul of each bus and enable the bus to return to revenue service after final acceptance by the CTA.

All material and equipment furnished under this Contract shall be new, OEM, or CTA approved equal to OEM, and all work shall be subject to inspection and testing by the CTA to the extent practicable at all times and places including the period during the complete overhaul of all New Flyer, 1000 Series Buses contracted for under this Contract, and in any event prior to the acceptance and/or surveillance of Contractor's inspection at the discretion of the CTA. At no time during the performance of this work is Contractor or Contractor's employees permitted to drive buses on public streets or highways.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

Prospective Bidders MUST upon the submission of their bid provide a detailed Bill of Material, (including description, manufacture & part number, etc.) consisting of all material and/or equipment that is specified to be replaced on each New Flyer, 1000 Series Bus (as specified in Detail Specification No. 9985-10). Prospective Bidders ~~need not~~ **shall** include a listing of those parts identified on BOM -1 through BOM -8 (Pages SC-10 through SC-22). In addition, the Prospective Bidders must submit the following:

1. Plan of Action on how you are the Prospective Bidder is to achieve the Float Schedule listed on page SC-8.
2. Quality Assurance Program.
3. List of Key Individuals (including resumes) responsible for making key decisions regarding Work.
4. Any other process, procedure or activity that would enable CTA to ascertain if the Prospective Bidder has sufficient competence for this overhaul repair Contract.

Any material designated for use during this project which shall be rejected by CTA for not conforming to these Specifications shall clearly be marked and so disposed of to ensure that such material will not be used, or offered for use again on subsequent buses unless accepted by CTA or individually so designated by CTA.

The Contractor shall provide office space, as necessary that is suitable to the CTA for use by CTA Inspector(s) during any visit to Contractor's facility to inspect the work under this Contract. Such office space shall be adequate for intended purpose and shall be furnished, have a telephone maintained, Wi-Fi available for inspector(s) laptop and cleaned and security protected, as necessary, by the Contractor in a manner equivalent to that provided by the Contractor for performing similar functions within his own shop office facilities.

During repair, a logbook documenting all inspections performed by the CTA Inspector(s) shall be maintained by him at the Contractor's facility. All inspections logged in shall then be signed and dated by the Contractor to ensure that Contractor is made aware of the problem(s), if any and if the Inspector has found any material or items that are found not conforming to the requirements of this Contract. Contractor shall separate all rejected material from material designated for use on a bus and notify CTA accordingly of their procedure for disposing of same.

In the event the work to be done under this Contract is performed outside the Chicago Metropolitan Area (any area greater than seventy-five (75) miles from 7801 South Vincennes Avenue, Chicago, Illinois), all reasonable costs (including transportation and lodging, if any) for a CTA inspector(s) shall be at the expense of the Contractor and in accordance with the Runzheimer meal, lodging, and transportation cost index (www.runzheimer.com) and shall not exceed an amount equal to a maximum of \$3,000 to be reimbursed to the CTA (per weekly occurrence). Any cost over that stated above will be responsibility of CTA. The Inspector(s) may make visits to Contractor's facility at will during the duration of the "turnkey" overhaul of CTA, New Flyer, 1000 Series Buses.

CTA shall be responsible for the transporting of vehicles to the location in which the Contractor will perform the Scope of Work and/or to Contractor's facility provided such facility is located within a fifty (50) mile radius of the intersection of Madison and State Street, Chicago, Illinois. The CTA shall have sole responsibility for determining if the location in which the work is to be performed is within fifty (50) miles radius of the intersection of Madison and State Street, Chicago, Illinois.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

If work location or Contractor's facility is outside the aforementioned radius and/or Contractor's facilities are deemed to be outside the above listed radius, the Contractor shall be responsible for transporting the Buses to such site at their expense. The buses shall be transported using a flatbed type transport only.

Contractor shall notify CTA's Senior Procurement Administrator a minimum of twelve [12] business days prior to the date work is to commence. CTA shall deliver to the Contractor's facility a "Float" of ten [10] New Flyer, 1000 Series Buses for the purpose of performing a complete overhaul of each bus in accordance with the requirements of Detail Specification No. 9985-10 and other required documents listed therein (including material identified on BOM -1 through BOM -8 Pages SC-10 through SC-22), if awarded, as applicable.

Overhaul work on the New Flyer, 1000 Series Buses shall begin as soon as the Contractor has all the parts which comprise the "Master Kit". However, work may begin at Contractor's option when he has sufficient parts to begin the overhaul work required and as specified under Detail Specification No. 9985-12A 40. The rate of completion of the 'turnkey' overhaul shall be up to six (6) buses per week at three [3] buses per each thirty (30) day period starting from a date of one hundred twenty (120) days after the Contractor is issued the "Notice to Proceed". All work shall be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

FLOAT SCHEDULE

Number of Days After Date of "Notice to Proceed"	Number of Buses Delivered/Made Available to Contractor	Total Number of Float Buses in Contractor's Possession
Fifteen [15] Days	2	2
Thirty [30] Days	3	5
Forty-Five [45] Days	5	10

Contractor shall commence the mid-life "Overhaul" of the New Flyer, 1000 Series Buses after Contractor is issued the "Notice to Proceed" or upon receipt of all appropriate material (identified on BOM -1 through BOM -8 Pages SC-10 through SC-22, if awarded) as necessary to effect such overhaul. Contractor shall complete the "Overhaul" work on the New Flyer, 1000 Series Buses in accordance with a schedule that would permit all buses under this Contract to be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

MASTER KIT

Bidders may propose the use of items that are not currently approved by the CTA but must obtain approval from Technical Services- Bus for all such items prior to use in the "Overhaul" of the New Flyer, 1000 Series Buses. If any item is disapproved by Technical Services- Bus, Contractor is required to use one of the currently approved parts for such work. Contractor is required to identify each item they intend on using during the "Overhaul". Items shall be in accordance with the tables as follows:

BOM-001				
Engine				
N/A	DR27012RXM280ZF DR27071RXM280ZF	Cummins	Engine W/ Package & Transmission	1
BOM-002				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8320174	3678606	Cummins	O-Ring, Discharge Fitting	1
	6339293	N/Flyer		
8330501	3103015	Cummins	Seal, Grommet, Air Comp Water Line	2
8190031	249580	N/Flyer	Muffler Tank Assembly	1
8190039	5952265	N/Flyer	U-Clamp, 3-1/2	2
1572612	222P 8-8	Parker	Adaptor, Brass 1/2 male/female	1
	700QBA15	G/White	Air Dryer Assembly	1
Auxiliary Coolant Heater				
	PH0831	Teleflex	Proheat Coolant Heater Assembly	1
8130083	085410	N/Flyer	Clamp, Air Intake	1
8130084	051262	N/Flyer	Clamp, Saddle, Exhaust	1
8192692	10B06016	N/Flyer	Bolt, 3/8-16 X 1	4
1111705			Locknut, 3/8-16	4
8230050	260701	N/Flyer	Hose, Arimid, 1.5 I.D.	1
	TACH-150	Thermopo		
8193709	50W06000	N/Flyer	Washer, Flat, SS, 3/8	4
8234424	05GRC2747715P	Gooding	Elbow, Hose	1
HVAC				
	T11-M114 Kit	TK	Kit, TK Rehab	1
8120037	28470	N/Flyer	Kit, Adaptor Marine Pump	1
8113510	150289-21	Ametek	Pump, Marine	1
	280334	N/Flyer		
8133629	6388445	N/Flyer	Valve. Heater Assembly	1

ADDENDUM # 3

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8130001	268827	N/Flyer	Valve, Assembly Supply	1
8120039	251583	N/Flyer	Valve, Assembly 0.88 Bypass	1
1480011	5240A82Z00	Vapor	R134A	5 lbs
1485300	204-476	TK	Grease	A/R
Engine/Electrical				
8383548	3102904	Cummins	Clamp, V-Band	1
8351679	102012	Davco	Filter, Davco 5 to 10 Micron	1
	FS-19763	FleetGuard		
8351690	39119405	FleetGuard	Sensor, Water in Fuel	1
	257069	N/Flyer		
8320020	6341684	N/Flyer	Filter, Air Intake	1
	70402B	Cummins		
8234439	WF2121	FleetGuard	Filter, Water	1
8330508	6343760	N/Flyer	Filter, Oil Air Separator	1
	24252	AirPower		
8233655	043573	N/Flyer	Cylinder, Ether	1
8443512	805361-10	DANAC	Assembly, Drive Shaft	1
	129960	N/Flyer		
8403582	6353948	NF	VALVE: PROPORTIONAL	1
8403536	P164378	BERENDS	Filter, Hydraulic System	1
	275163	N/Flyer		
	6401960	N/Flyer	Seal, O Ring	1
8413550	262286	N/Flyer	Hose, Vent	6 ft
8233626	261964	N/Flyer	Sensor, Low Coolant (Vansco)	1
8233841	4928568	Cummins	Sensor, Low Coolant 3 Pin (Cummins)	1
	397194	N/Flyer		
3109304	1555	ALPHAWIR	Wire, 18 Gauge Red	5 ft
	8522	BELDENMF		
6804151	12048074	DELPHI	Terminal, Socket	3
8304683	12110293	PACKARDELPHI	Connector, 3 way Female Metri-Pac 150	1
	15324973	PACKARDELPHI	Seal, Cable dark red	3
7800129	68275-R	PIONEER	Conduit, Convoluted .35 ID	5 ft
8234446	070883AE	Flambeau	Bottle, Coolant Overflow 6 QT	1
8233849	003335	N/Flyer	Tube, Overflow	A/R
3730093	AAA-2724	Stant	Cap: Surge Tank	1
	N24600	Nova		
	10237	Barbee		
1389590	10B12040	N/Flyer	SCREW: CAP, 3/4-10 X 2-1/2 HEX HD GR-8	2
	11N12000	N/Flyer	Nut, Hex 3/4 UNF	2

ADDENDUM # 3

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8481617	20W12000	N/Flyer	Washer, Flat 3/4	8
8393729	21N12000	N/Flyer	Nut, Hex Jam 3/4	2
8320010	40N12000	N/Flyer	Nut, hex Lock 3/4 UNC	2
	GN7F	ENDRIES		
8023645	211953	N/Flyer	Strip, Bumper Isolation	2

BOM-003

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Radiator				
8233520	262525	N/Flyer	Assembly, Radiator, CAC, Oil Cooler	1
	1A19881	Modine		
	DR3317-00	Diesel Rad		
8233646	034528	N/Flyer	Hose, Hump, 2.5	2
1929205	CT-300L	Breeze	Clamp, Breeze, 2.25 - 3.13	4
8481695	116935	N/Flyer	Hose, CAC, Convolutd	4
1921109	CT-450L	Breeze	Clamp, Breeze, 3.75 - 4.63	8
8233706	000633	N/Flyer	Bushing, Upper, Radiator Mounting	4
1380363	General Material		Bolt, 7/16-14 X 2-3/4	2
1120056	General Material		Washer, Flat, 7/16	4
8320009	40N07000	N/Flyer	Locknut, 7/16-14	2
8233916	8110071	N/Flyer	Mount, Center, Bonded	8
8234265	267373	N/Flyer	Washer, Fender, .5 X 2.00	8
1121060	General Material		Washer, Lock, 3/8	8
8403725	011298	N/Flyer	Washer, Radiator, Lower	8
1380307	General Material		Bolt, 3/8-16 X 2	8
8093588	5962618	N/Flyer	Seal, 1/8 X 1" X 12 Ft. (\$.36 per Ft.)	1

BOM-004

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
DPF				
	E 145-12-2-09-6259	ESW Group	Kit, ThermaCat-e Active 3+ DPF	1
	02002098	ESW Group	Kit, Mounting Hardware	1

BOM-005

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Front Air Rides				
7690124	5956376	N/Flyer	Connector Assembly, 1/2-1/4	2
	VS68NTA-8-4	PARKER		
	38-079	Motion		
8233842	5956114	N/Flyer	Elbow, 90 Degree, Street, 1/4 X	2

ADDENDUM # 3

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

			1/4	
8393731	042440	N/Flyer	Locknut, 3/4-16	4
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
8073513	W01-W35-9385	FIRESTN	Front Air spring	2
	055089	N/Flyer		
1041522	E0E4	ENDRIES	Bolt, 3/4-16 X 3-1/4"	2
	11B12052	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	8
	30W08000	N/Flyer		
8393573	8112182	N/Flyer	Bumper, Front Suspension	2
1041524	10B06012	N/Flyer	BOLT: HEX, 3/8-16 X 3/4"	4
	LY20	ENDRIES		
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	10B08016	N/Flyer	Bolt, 1/2-13 X 1"	8
8393569	048689	N/Flyer	Bracket, Front Leveling Valve	1
Front Rods				
8073519	6313766	N/Flyer	Lateral Rod Bushing Kit	1
	070 048 028 000	ZFLEMFOR		
8073521	062 480 005 000	ZFLEMFOR	Lateral Rod Bushing Kit	1
	6313767	N/Flyer		
8393578	6322936	N/Flyer	Radius Rod Bushing	2
8393548	NC08	ENDRIES	Locknut, Prevailing Torque, 3/4-10	2
	042439	N/Flyer		
8393549	21MS	ENDRIES	Bolt, 3/4-10 X 3-1/2	2
	050867	N/Flyer		
8393571	0GA9	ENDRIES	Street Side, Bolt, M18 X 60MM	2
	048548	N/Flyer		
8393581	E2QN	ENDRIES	Curb Side, Bolt, M18 X 80MM	2
	048549	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8393572	J749	ENDRIES	Locknut, M18	4
	048556	N/Flyer		
8393718	018147	N/Flyer	Bolt, Special	2
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
6510032	018145	N/Flyer	Locknut, Special Bolt	2

ADDENDUM # 3

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

8393562	280539	N/Flyer	Mount Assembly	2
8393570	J3JV	ENDRIES	Locknut, M24 X 1.5	2
	050874	N/Flyer		
1121068			Washer, Lock, 7/8	4
1041524	LY20	ENDRIES	Bolt, 3/8-16 X 3/4"	4
	10B06012	N/Flyer		
8393579	JJJ1	ENDRIES	Bolt, M24 X 1.5MM X 90MM	2
	055166	N/Flyer		
1384296			Bolt, 1/2-13 X 1-3/4	2
1384277			Bolt, 1/2-13 X 3-1/4	6
8393582	J1C2	ENDRIES	Washer, Lock Plate	2
	050968	N/Flyer		
8403708	20W08000	N/Flyer	Washer, Flat, Hardened, 1/2	14
8393580	J3TQ	ENDRIES	Shim	4
	050844	N/Flyer		
8900022	20W06000	N/Flyer	Washer, Flat, Hardened, 3/8	4
1121060			Washer, Lock, 3/8	4
8403531	280494	N/Flyer	Assembly, Idler Arm for Drag Link	1
Front Leveling Valve				
8393533	280000	N/Flyer	Front Leveling Valve	1
	52321-Q285	BARKSDAL		
1572611	218P-4	PARKER	Plug, Pipe, 1/4	1
	G127951	N/Flyer		
8190099	5953778	N/Flyer	Elbow, 90 Degree, 3/8 O.D. X 1/4	1
8193727	1474-6B	FAIRVIEW	Elbow, 45 Degree, 3/8 O.D. X 1/4	1
	5946710	N/Flyer		
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4	1
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20 X 1	2
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	6
1111958			Locknut, 1/4-20	2
8190174	241216	N/Flyer	Link Assembly	1
8192695	2D3L	ENDRIES	Nut, 1/4-20	2
	10N04000	N/Flyer		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	2
	30W04000	N/Flyer		
Front Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1

ADDENDUM # 3

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

	SY3-12VDC	BERENDS		
1576641	218P-6	PARKER	Plug, 3/8	1
	G127952	N/Flyer		
8481647	5952463	N/Flyer	Elbow, 90 Deg, 3/4 O.D. X 1/2 PT	1
8192676	5956113	N/Flyer	Adapter, 3/8 MPT X 1/2 FPT	1
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1
	5994473	N/Flyer		
8190115	1469-6A	FAIRVIEW	Elbow, 90 Deg, 3/8 O.D. X 1/8 PT	1
	5956098	N/Flyer		
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8330126	5945146	N/Flyer	Bushing, 3/8 X 1/8	1
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	2
	5955934	N/Flyer		
1041525	22S00016	ENDRIES	Bolt, 10-24 X 1, SS	4
	22S00016	N/Flyer		
8190179	216P-6	PARKER	Nipple, 3/8 PT	1
	G443980	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
8190181	5990188	N/Flyer	Cross, Pipe, 3/8 FPT	1
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
	0EL2	ENDRIES	Washer, Flat, #10	2
	10W00000	N/Flyer		
1041526	GKXC	ENDRIES	Bolt, 10-32 X 1/2, SS	2
	23S00008	N/Flyer		
	0EU0	ENDRIES	Washer, Lock, #10	2
	30W00000	N/Flyer		
8190116	5959924	N/Flyer	Nipple, 1/8 PT	1
Rear Shocks				
8393547	116434	N/Flyer	Shock Absorber Assembly	4
	90-2102SPI	KONI		
8393558	042588	N/Flyer	Mount Assembly Bolt Bar	8
1120029			Washer, Flat, 3/8	16

ADDENDUM # 3

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

1111706			Locknut, 3/8-24	16
Rear Air Rides				
8393694	009594	N/Flyer	Rear Air Spring	4
	W01-W35-9127	KONI		
8890098	9420171PK	UCP	Nut: Stamped, 1/2"-20, Spring Steel	4
	9420171	MOHAWKMF		
8890099	107827PK	UCP	Nut, Stamped 3/4" X 16 Spring Steel	4
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	16
	30W08000	N/Flyer		
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2 X 1/4	4
	5956376	N/Flyer		
8393741	010380	N/Flyer	Bumper, Suspension, Rear Suspension	2
8393555	278901	N/Flyer	Spacer, Bumper Suspension	2
	30W06000	N/Flyer	Washer, Lockwasher 3/8"	4
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	LY26	ENDRIES	Bolt, 1/2-13 X 1	16
	10B08016	N/Flyer		
Rear Rods				
8393520	6314857	N/Flyer	Upper Radius Rod Bushing Kit	2
	070.480.013.000	ZFLEMFOR		
8393527	070.400.007.000	ZFLEMFOR	Upper Radius Rod Bushing Kit	2
	6346587	N/Flyer		
8393708	6322757NFA	N/Flyer	Lower Radius Rod Bushing	2
	6322757	N/Flyer		
8393712	6313765	N/Flyer	Lower Radius Rod Bushing Kit	2
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	12
8393561	28FK	ENDRIES	Bolt, 3/4-10 X 4	8
	10B12064	N/Flyer		
8393560	2CSV	ENDRIES	Bolt, 3/4-10 X 3-1/2	4
	10B12056	N/Flyer		
8393709	5944550	N/Flyer	Lock Strap	2
8393710	10B12032	N/Flyer	Bolt, 3/4 X 2	4
Rear Leveling				

ADDENDUM # 3

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

Valve				
8393532	228742	N/Flyer	Rear Leveling Valve	2
	52321-Q232	BARKSDAL		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	4
	30W04000	N/Flyer		
8192695	2D3L	ENDRIES	Nut, 1/4-20	4
	10N04000	N/Flyer		
8010109	245315	N/Flyer	Link Assembly	2
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20	4
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	12
1111958			Locknut, 1/4-20	4
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4 MPT	2
8760045	2225-4	PARKER	Tee, Pipe, Brass	2
	5952468	N/Flyer		
8193727	1474-6B	FAIRVIEW	Elbow, 45 Deg, 3/8 O.D. X 1/4 MPT	1
	5946710	N/Flyer		
8682545	800375	BENDIXWE	Single Check Valve	1
	5957963	N/Flyer		
8192677	5946719	N/Flyer	Adapter, Tee	1
8190170	234815	N/Flyer	Elbow, 45 Deg, 1/2 O.D. X 1/4 PT	1
8190169	085269	N/Flyer	Elbow, 90 Deg, 1/2 O.D. X 1/4 PT	2
8190099	5953778	N/Flyer	Elbow, 90 Deg, 3/8 O.D. X 1/4 PT	1
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, Street, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2-1/4	5
	5956376	N/Flyer		
Rear Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1
	SY3-12VDC	BERENDS		
8300459	14S00020	N/Flyer	Screw, PH Cross, SS, 10-24	4
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
1576641	218P-6	PARKER	Plug, 3/8 NPT	1
	G127952	N/Flyer		
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1

ADDENDUM # 3

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

	5994473	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	1
	5955934	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8190178	204559	N/Flyer	Nipple, 3/8 X 1/8	1
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8190177	VS279NTA-6-2	PARKER	Elbow, 45 Deg, 3/8 O.D. X 1/8 O.D.	1
	121586	N/Flyer		
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
Doors				
	6001013828	Vapor	Entrance Door Repair Kit	1
	6001013829	Vapor	Exit Door Repair Kit	1
1121009			Washer, Lock SS 1/4	8
8080346	50N04000	N/Flyer	Nut, Hex SS 1/4" - 20 UNC, Exit Door	8
8403762	50W04000	N/Flyer	Washer, Flat SS 1/4"	8
8080317	268489	N/Flyer	Bolt, Carriage 1/4" - 20 UNC X 2" LG. SS,	8
Body				
7540162	16262	AUVECO	Rivet, Nylon, Ribbed Shank	35
	90221A12	MCMMASTER		
8020032	320324	N/Flyer	PLATE: PIVOT, ASM; SPORTWORKS VELOPORTER	1
	100530 - SPR	SPORTWRK		
Driveshaft Access Panel				
	6400528	N/Flyer	Access Panel Kit	1
Wheelchair Ramp				
	45864	Ricon	Ramp Repair Kit	1
	70-0160-5476-2	3M	Primer 94	as needed
	70-0705-4946-7	3M	Safety-Walk Brand Edge Sealing Compound	as needed
Front Wheelwell Modification				
1903001	1582A231	McMaster	Hinge, Piano, 19"	1

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

1438804			Screw, Tapping 10-32 X 1/2 Type F	6
BOM-006				
SEAT INSERT FOR BUS 1001 THRU 1304				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
7600054	107964005NSNUB1	AMSEATIN	Insert, Seat Bottoms-Bus 1001 thru 1304	39
	6350971	N/Flyer		
	SKU-CUU-003927	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine SS #10-32 Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20
Back Inserts				
7600010	107962003NSNUB1	AMSEATIN	Seat Back 1001-1304	31
	6350970	N/Flyer		
	KSU-BKU-003925	KUSTSEAT		
8103515	107962003NSNTL5	AMSEATIN	Seat Back (W/C Logo) 1001-1304	8
	KSU-BKU-006175	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine, SS #10-32, Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20

NOTE: Seat clips must be reused. BOM includes extra hold downs to replace lost or broken parts.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BOM-007

SEAT INSERT FOR BUS 1000 AND 1305 THRU 1429

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
8103696	151934NSNUHE(91500)	AMSEATIN	Insert, Transverse Seat Bottom-Bus 1000 and 1245 thru 1429	27
	6359567	N/Flyer		
8103519	151936NSNUB1	AMSEATIN	Onsert, Longitudinal Seat Bottom-Bus 1000 and 1245 thru 1429	12
	6355409	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
Back Inserts				
8103520	150803NSNUB1	AMSEATIN	Logitutinal Seat Back 1000 & 1305-1429	8
	6355408	N/Flyer		
8103521	150803NSNTL5	AMSEATIN	Logitutinal Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355410	N/Flyer		
8103522	150801NSNTL5	AMSEATIN	Transverse Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355411	N/Flyer		
8103524	150801NSNUB1	AMSEATIN	Transverse Seat Back 1000 & 1305-1429	23
	6355413	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		

NOTE: Seat clips must be reused extra hold downs to replace lost or broken parts.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BOM-008				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8303521	5940337	N/Flyer	SWITCH: PARKING ELECTRICAL	1
	228750	BENDIXCOM		
8190118	045564	N/Flyer	Switch, Pressure 1 PSI	1
	78628-BB-01	HOBBS		
8243518	5964273	N/Flyer	SWITCH: STOP LIGHT	1
	286404	BENDIXCOM		
8183510	8112560	N/Flyer	SWITCH: LOW PRESSURE, NORMALLY OPEN	1
	76052-20	HOBBS		
8193509	5963964	N/Flyer	VALVE: RELEASE, QUICK	1
	229859	BENDIXCOM		
	641429	Nova		
8192671	6353331	N/Flyer	ASSEMBLY: BRAKE RELAY VALVE	1
	RKN28056	MERITOR		
3680016	084456	N/Flyer	VALVE: ABS, REGULATING VALVE ABS	4
	R955397	MERITOR		
	N26735	Nova		
	22900500	Optima		
8193523	5996782	N/Flyer	VALVE: ASSEMBLY, EMERGENCY BRAKE	1
	281481	BENDIXCOM		
8193522	5963962	N/Flyer	BRAKE: ASSEMBLY, PARKING BRAKE CONTROL	1
	284171	BENDIXCOM		
8183519	010263	NF	TREADLE: BRAKE TREADLE & PLATE ASSEMBLY	1
	107915N	BENDIXCOM		
HVAC				
8303717	015697	NF	SWITCH: DEFROSTER/HEATER INSTALLATION	1
8113582	015696	NF	KNOB: HEATER/DEFROSTER	1
8113534	083515	NF	ASSEMBLY: DRIVER'S FAN - 24V	1
8113511	6350889	NF	BLOWER: ASSEMBLY, HEATER/DEFROSTER	2
	15-1980	MOBILECL		
8113632	266202	NF	ASSEMBLY: HEATER/DEFROSTER, 24V	1
	MOBILECL	12-6036		
Electrical				
8300195	130985	N/Flyer	Cylinder, Assembly 50 lbs	2

ADDENDUM # 3

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

8303755	302528	N/Flyer	Slider: Radio Box with Lock	4
6800052	12015792	Packrdel	Connector, 2-way, Male	1
7294416	12010300	DDC	Plug	2
	102904	N/Flyer		
3800112	DT04-3P	Deutsch	Receptacle, 3-way, DT Series	1
8304773	114017	Deutsch	Plug, Sealing Connector, DT Series	3
8290017	5925959	NF	SWITCH: TURN SIGNAL	2
8303557	254212	NF	SWITCH: DIMMER, DRIVER'S FOOT CONTROLS	2
8300364	22S04012	NF	SCREW: HEX SS 1/4" - 20 UNC X 3/4" LG	4
	51w04000	NF	WASHER: LOCK SPRING TYPE SS 1/4"	8
8343519	22S04024	NF	SCREW: HEX SS 1/4" - 20 UNC X 1-1/2" LG	4
	J147	ENDRIES		
8020168	048116	NF	SPACER: NYLON 3/4" THK., DRIVER'S FOOT	4
	RGOR	SPAENAU		
8080531	10S00016	NF	SCREW: FH CROSS, RECESS, SS, #10-24 X 1"	4
	0860	ENDRIES		
8234358	14S00016	NF	SCREW: PH CROSS RECESS SS #10 - 24 X 1"	4
	14S00016	WURTHADAM		
8343517	10S04016	NF	SCREW: FH CROSS RECESS SS 1/4" - 20 X 1"	11
	0868	ENDRIES		
8343515	20B05016	NF	BOLT: HEX SS 5/16" - 18 UNC X 1" LG	6
	X204	ENDRIES		
8020231	20B05036	NF	BOLT: HEX SS 5/16" - 18 UNC X 2-1/4" LG	3
8343508	056681	NF	ACCELERATOR: ASSEMBLY, ELECTRONIC	1
	350827	WILLIAMS		
8243519	114045	NF	SWITCH: DIMMER, DASH LITES	1

WARRANTY

Warranties in this Contract are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the CTA each completed bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

Engine basic warranty is 2 years

Engine extended warranty is 3 years or 250,000 miles;

Engine Warranty to include but not limited to:

Turbo, Coolers, Sensors, Valves, Heads, Crank, Cam, Rods, Piston, Fuel Pumps, Water Pump, Vibration Dampeners, Thermostats, Mounting Hardware and Gaskets.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

ZF TRANSMISSION

Transmission basic warrant is 1 year

Transmission extended warranty is 1 year

THERMACAT WARRANTY

Standard EPA aftertreatment warranty 5 years or 100,000 mile whichever comes first.

SUBSYSTEMS

Other subsystems shall be warranted to be free from defects and related defects for one year or 50,000 miles, whichever comes first. Other subsystems are listed below:

- a. **Heating, ventilating:** Roof and/or rear main unit only, including floor heaters and front defroster.
- b. **AC unit and compressor:** Roof and/or rear main unit only.
- c. **Door systems:** Door operating actuators and linkages.
- d. **Air compressor**
- e. **Air dryer**
- f. **Wheelchair ramp**
- g. **Alternator:** Alternator/regulator.
- h. **Radiator/Charger air cooler:** Radiator/Charger air cooler including core, tanks and related surrounding framework and fittings.
- i. **Hydraulic systems:** Including radiator fan drive and power steering as applicable.
- j. **Transmission cooler**

SERIAL NUMBERS

Upon delivery of each bus, the Contractor shall provide a complete electronic list, using Microsoft Excel, of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to:

- a. engines
- b. transmission/electric drive
- c. alternator
- d. starter
- e. air compressor
- f. coolant heater

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the CTA prior to delivery of the first overhauled bus.

EXTENSION OF WARRANTY

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

VOIDING OF WARRANTY

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence or an accident or repairs. The warranty also shall be void if the CTA fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the OEM maintenance manuals and if that omission caused the part or component failure. The CTA

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

EXCEPTIONS AND ADDITIONS TO WARRANTY

The warranty shall not apply to the following items:

- a. scheduled maintenance items
- b. normal wear-out items
- c. items furnished by the CTA

SUPERIOR WARRANTY

The Contractor shall pass on to the CTA any warranty offered by a component supplier that is superior to that required herein. The Contractor shall provide a list to the CTA noting the conditions and limitations of the Superior Warranty not later than the start of production. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

PASS-THROUGH WARRANTY

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver. Contractor shall state in writing that the CTA's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Chicago Transit Authority to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the CTA. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

FLEET DEFECTS

~~A 'Fleet Defect' is defined as cumulative failures of any kind in the same components in the same or similar application where such items are covered by the warranty and such failures occur during the warranty period in the specified proportion of the buses under this Contract. For a failure of a component provided under the "Overhaul" program on the CTA, New Flyer, 1000 Series Bus of a quantity of buses returned to revenue service in excess of 50 buses, the 'fleet defect' shall be applicable on failures exceeding twenty (20) percent.~~

~~The Contractor shall correct a "Fleet Defect" under the warranty provisions defined in "Repair Procedures, Page SC-23." After correcting the defect, the CTA and the Contractor shall mutually agree to and the Contractor shall promptly undertake the complete a work program reasonably designed to prevent the occurrence of the same defect in all CTA, New Flyer, 1000 Series Buses overhauled under this Contract. Where the specific defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of such component on all of the buses "Overhauled" under this Contract via a mutually agreed arrangement.~~

~~If the 'fleet defect' occurs on a major component wherein the 'structural integrity' of the Bus may be compromised as determined by the CTA, the 'warranty period' for all "Overhauled" buses shall return to day one upon the repair, replacement or change to all such components and run for an additional twelve (12) month period.~~

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

REPAIR PROCEDURES

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the CTA will allow the Contractor or its designated representative to perform such Work. At its discretion, the Chicago Transit Authority may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

REPAIRS BY THE CONTRACTOR

If the Chicago Transit Authority detects a defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a defect from the CTA. The CTA shall make the bus available to complete repairs timely with the Contractor's repair schedule.

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the CTA's option, the Contractor may be required to remove the bus from the CTA's property while repairs are being affected. If the bus is removed from the CTA's property, repair procedures must be diligently pursued by the Contractor's representative.

REPAIRS BY THE CHICAGO TRANSIT AUTHORITY

If the CTA performs the warranty-covered repairs, it shall correct or repair the defect and any related defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the CTA may use Contractor-specified parts available from its own stock if deemed in its best interests.

The CTA may require that the Contractor supply parts for warranty-covered repairs being performed by the CTA. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the CTA from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a CTA handling charge.

DEFECTIVE COMPONENT RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant within five (5) days of the receipt claim. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the "Warranty Processing Procedures, Page SC-26".

FAILURE ANALYSIS

The Contractor shall, upon specific request of the CTA, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS

The CTA shall be reimbursed by the Contractor for labor. The amount shall be determined by the Chicago Transit Authority for a qualified mechanic at a straight time wage rate of \$127.51 per hour, which includes fringe benefits and overhead adjusted for the CTA's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the CTA's service garage at the time the Defect correction is made. If the straight time wage rate increases during the contract period, then those rates will apply.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

REIMBURSEMENT FOR PARTS

The CTA shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus eighteen and one half (18.5) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to CTA. If the handling cost percent increases during the contract period, then that percentage will apply.

REIMBURSEMENT REQUIREMENTS

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the CTA submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The CTA may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the CTA with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor, Page SC-25."

~~If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, The item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the CTA.~~

WARRANTY PROCESSING PROCEDURES

The following list represents requirements by the Contractor to the CTA for processing warranty claims. One failure per bus per claim is allowed.

- a. total vehicle life mileage at time of repair
- b. date of failure/repair
- c. CTA item number and description
- d. component serial number
- e. description of failure
- f. all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

FORMS

The CTA's forms will be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and CTA.

RETURN PARTS

When returning defective parts to the Contractor, the CTA shall tag each part with the following:

- a. bus number and VIN
- b. claim number
- c. part number
- d. serial number (if available)

TIMEFRAME

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

REIMBURSEMENTS

Reimbursements are to be transmitted to the following address:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661-1498

Attn.: Treasury Cashier Facility

CTA INSPECTION

The CTA Representative and/or Inspector shall inspect each mid-life "Overhaul Bus" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor pursuant to accepting the Bus for revenue service. Each mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and accepted by the CTA may be invoiced in accordance with the price(s) listed on the Proposal Page (P-1) under the Payment terms defined herein or as stipulated by the CTA, whichever is most favorable to the CTA. Any mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and determined to be unacceptable by CTA shall be re-worked and completed within a reasonable period of time after such rejection. The re-work of an unacceptable bus shall not be counted in the number of installations as per the "Float Schedule, Page SC-8".

PAYMENT

Payments will be made in accordance with the terms of this Contract (Net 30 days) and/or Contractor's invoice(s), whichever is most favorable to the CTA. Payment date(s) shall be calculated from receipt of invoice or final acceptance of goods or service, whichever is later.

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.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

PROMPT PAYMENT TO SUBCONTRACTORS(continued)

- 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.

BASIS OF CONTRACT AWARD

If awarded, Contract shall be made to the lowest responsive and responsible bidder. Bids will be evaluated on the basis of the lowest fixed price per kit and lowest fixed price per corresponding labor on Price Proposal Pages P-1 & P-2.

CTA reserves the right to award a contract for all items on Price Proposal Pages P-1 and P-2 or individual contracts on the basis of total fixed price for any combination of BOM line items with corresponding labor, such as but not limited to:

- . BOM 1/2/3/4 and 8 with corresponding labor for each.
- . BOM 1/2/3 and 4 with corresponding labor for each.
- . BOM 1/2 and 3 with corresponding labor for each.
- . BOM 5 and 6/7 with corresponding labor for each.

Also, CTA reserves the right to award individual contracts for each BOM with or without corresponding labor component.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

DOCUMENT PREPARATION

One (1) copy of this bid package is included. A copy shall be returned in its entirety with original signatures. It is not intended that this document be taken apart. Handwritten proposals are acceptable. If you disassemble the packages for duplicating purposes, take special precaution to reassemble the pages in order, and include all pages as they were originally bound.

CONTRACTUAL AUTHORITY

This Contract shall, under no circumstances grant Contractor exclusivity for providing the items and/or services as specified in this Contract and/or added during the term of this Contract. In addition, this Contract shall not prejudice the right of the CTA to seek competitive bids on such items and/or service, which cannot be provided by the Contractor in an expedited manner that are required to meet CTA needs to maintain service to the riding public during the term of this Contract that have been found to be available from alternate acceptable sources. If items are determined to be available from other sources (not identified as an O.E.M. maintenance and repair part and/or an approved equal part), such items may be purchased at will to meet CTA immediate needs and subsequently obtained through appropriate CTA procurement procedures, as applicable.

PROPRIETARY INFORMATION

All CTA specifications, drawings, blueprints, Photostats and all other information furnished to the Contractor in connection with this Order are and shall remain the property of the CTA. Contractor will keep the same confidential and will not use or reproduce the same except for the performance of this Order, and on completion or termination of this Order or upon the written demand of the CTA, Contractor shall return same. CTA reserves the right to withhold final payment until such return is made.

APPROVED MANUFACTURER

The manufacturer and/or supplier currently listed hereinafter for any part contained within a sub-kit, along with the applicable manufacturer part number, if any, is the **ONLY** approved or recommended manufacturer or supplier for the item(s) listed in this Section of the Special Conditions and further referenced within the Detailed Specification № CTA 9985-10.

It shall be the Bidders total responsibility to provide the actual approved part number as referenced in Special Conditions Page(s) (SC-10 to SC-22) of this solicitation. These sheets are to be included in the bid package.

SUPERSEDED PART NUMBERS

If the manufacturer's part number (as listed in the SC -10 to SC - 22, Approved Manufacturer) is determined to be incorrect and/or the 'part number' has been superseded by an updated or new part number, the Bidder must provide the correct/updated information in the space(s) indicated on the Special Conditions Page(s) (SC-10 to SC-22) and indicate such change accordingly. CTA has the option and right to verify all superseded manufacturer part number(s). The CTA will not automatically approve and/or accept superseded manufacturer part numbers listed in the Price Proposal(s).

Acceptance and/or rejection of any superseded part number is subject to proper review and approval by Technical Services- Bus.

Each part, item, component or assembly which has a superseded part number WILL NOT be automatically accepted or approved by the CTA. All superseded part numbers are subject to a 'first issue' inspection which may be conducted by CTA, Quality Control. If a superseded part number has been accepted and approved after review by Quality Control, its 'new manufacturer part number' reference will be added to the Contract.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

SUPERSEDED PART NUMBERS(continued)

If such an item has been judged to be unacceptable by appropriate Quality Control personnel and/or Technical Services - Bus, as appropriate, the superseded part number WILL NOT be included as part of the referenced Contract.

Any manufacturer part number superseded during the term of this Contract, MUST BE submitted to the Manager, Technical Services - Bus prior to shipment under this Contract. If, after inspection and evaluation, the superseded part number is approved, the superseded part number will be added to the Contract and Contractor shall ship any remaining balance due to the CTA. Any shipment of an item for inspection and/or subsequent return to the Contractor after disapproval is the responsibility of the Contractor.

TERMINATION FOR DEFAULT

CTA may, by written notice of default to the Contractor, terminate the whole or any part of this Contract 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 if the Contractor fails to perform any of the other provisions of the 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 10 (ten) days (or such longer period as the Purchasing Manager or designee may authorize in writing) after receipt of notice from the Purchasing Manager or designee specifying such failure.

In the event that CTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CTA shall not limit Procuring Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, CTA may procure, upon such terms and in such manner as the Purchasing Manager or designee may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to CTA for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by CTA shall be at the Contract price. CTA may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Purchasing Manager or designee determines to be necessary to protect CTA against loss because of outstanding liens or claims of former lien holders.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

TERMINATION FOR DEFAULT(continued)

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CTA.

The rights and remedies of CTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

COMPLIANCE WITH LAWS, REGULATIONS AND CODES

If any part of this Specification shall be at date of issue, or shall later become, in non-conformity with current or future City, County, State and Federal Laws and/or Codes or Regulations, because of material or requirements specified herein, the 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 [5] years after completion of this Contract.

SUBSTITUTION AND/OR CHANGE OF PARTS BY THE CTA

CTA shall have the exclusive right during the term of this Contract to substitute, remove and/or change particular parts numbers within each of the sub-kits. Such change, removal and/or change shall be warranted by the fact it has been determined by appropriate CTA Representatives the parts have been; 1) included in a sub-kit incorrectly, 2) the wrong part number was included in the sub-kit and should be different, and; 3) the quantity required as listed I the sub-kit is incorrect. If it has been determined one of the aforementioned conditions occur, CTA and Contractor will resolve the issue to the satisfaction of both parties.

WAIVER

A waiver by the CTA of a breach of any provision hereof by Contractor or CTA failure to insist on strict performance or observance by Contractor of any provision of this Contract or CTA's rights in any one or more instances, shall not constitute a waiver by CTA in any other instance.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CTA CHANGES

Any proposed change in this Contract shall be submitted to the Chicago Transit Authority for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

A. Right to Change Services.

The CTA may at any time or from time to time, order additions, deletions, or revisions to the Work. If the Contractor does not have written authorization from the CTA to proceed with Changed Work, then the Contractor will not be compensated for any Changed Work.

All Changed Work must be executed under applicable conditions of the Contract Documents. It is agreed by the Contractor that any change resulting in Changed Work will be paid for items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of a Change Order.

In the event of a decrease in the Work, the CTA will not pay for lost or anticipated profits resulting from partial or complete deletions of the Work and an equitable decrease of the Total Contract Price and Schedule will be made to reflect the terms of the Change Order as determined by the CTA.

B. Proposed Changes in Work.

The process for Changed Work is as follows. Bus Engineering will request the Contractor to submit a proposal for Changed Work. The Contractor shall submit a proposal within sixty (60) days after receipt of the Engineer's request or such shorter time as the Engineer may set forth in the request for Changed Work.

In the alternative, if the Contractor chooses to propose Changed Work, the Contractor must submit notice of such request to the CTA for its prior written approval. The CTA may choose to request Contractor to submit a Proposal within a specified time period after receiving Contractor's notice.

The Contractor's proposal shall set forth any changes to the Total Contract Price and Contract Time, in the opinion of the Contractor, to perform the Changed Work. The CTA may or may not choose to authorize the Contractor to perform the Changed Work as identified in the Proposal.

1. Proceed Orders and Change Orders.

Proceed Order - If the CTA orders Changed Work, and the Contractor and the CTA agree on an adjustment, if any, to the Total Contract Price, Contract Time, and/or Technical Specifications, the CTA will issue a Proceed Order. The General Manager, Purchasing agreement to an adjustment under this Section is subject to final approval as required by the CTA's ordinances, regulations, and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Contractor to proceed with the Changed Work for which the Contractor and the General Manager, Purchasing propose in writing an adjustment in price, time and/or Technical Specifications, if applicable.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CTA CHANGES(continued)

Proceed Orders will not entitle the Contractor to compensation or any other adjustment to the Technical Specifications until the Proceed Order is incorporated into a Change Order(s).

2. Change Order - The CTA may issue a Change Order as authorization for the Changed Work and/or for payment or time extension, or both. The CTA may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Work to be performed under the Contract or Work performed in accordance with previously authorized Proceed Orders. The Contractor cannot be compensated for any Work authorized through a Proceed Order until a Change Order is executed.
3. Directive Order - If the CTA orders Changed Work, and the Contractor and the CTA have not agreed on an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, the General Manager, Purchasing will issue a Directive Order directing Contractor to perform the Changed Work. The General Manager, Purchasing, may determine an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, for the Changed Work. The decision of the General Manager, Purchasing, will be final and binding, subject only to DISPUTES. The Contractor shall perform the Changed Work as directed in the Directive Order. The Contractor's refusal or failure to proceed promptly with the Changed Work as directed shall constitute an event of default.

SUSPENSION OF WORK

The Chicago Transit CTA may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the CTA.

The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

EXCUSABLE DELAYS/FORCE MAJEURE

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the CTA or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the CTA subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the CTA as described below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The CTA reserves the right to rescind or shorten any extension previously granted, if subsequently the CTA determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the CTA will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the CTA within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the CTA within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The CTA shall make its determination within thirty (30) calendar days after receipt of the application.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by the CTA in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the CTA. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- a. Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the CTA in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the CTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- e. Transfer title to the CTA and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or un-fabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the CTA.
- f. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the CTA to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- g. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- h. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the CTA has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CTA to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Chicago Transit Authority" shall be substituted in lieu thereof.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DISPUTES

Any dispute concerning a question of fact arising under the Contract Documents that is not resolved by an agreement between the CTA and the Contractor will be decided by the General Manager of Purchasing. The General Manager of Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor.

The decision of the General Manager of Purchasing will be final and binding on the Contractor unless, within thirty (30) days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the CTA's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Contractor unless the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Contractor waives all right to seek judicial review. Nothing in this relieves the Contractor from diligently proceeding with the Work under the Contract, as directed by the CTA.

OBLIGATION TO COMPLY WITH STATE AND FEDERAL LAW AND REGULATIONS AND CHANGES

The Contractor must at all times comply with all applicable IDOT, RTA and FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (18) dated October 2011 between the Authority and FTA, and any agreements between IDOT and RTA and RTA and CTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply will constitute a material.

CHANGES OF LAW

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Chicago Transit Authority and the Contractor and the final Contract price will be adjusted upwards or downwards to reflect such changes in Law, provided however, that no such price adjustment will be made for existing laws and regulations which include effective dates after the Proposal Due Date. Any such price adjustment is subject to audit.

GOVERNING LAW AND CHOICE OF FORUM

The Contractor hereby irrevocably submits to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

GENERAL NONDISCRIMINATION CLAUSE

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

CONFLICTS OF INTEREST

No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Work or the carrying out of the Work to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

In accordance with 41 USC § 22, the Contractor agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising here from.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and subcontractors presently have no interest and must not acquire any interest, direct or indirect, in the Work to which this Contract pertains, which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest must be employed by the Contractor.

The Contractor is prohibited from performing any work or services for the Authority under this contract that conflict with work or services that the Contractor performs under any other contract with the Authority. Such conflicts include, but are not limited to, design work for the Project under another contract, supervision or management for the Project under another contract, and review or audit work for the Project under another contract. The restrictions in this paragraph are applicable to all subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the CTA is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the CTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department Transportation, the State of Illinois or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS(continued)

Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the CTA shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data. Lines 2 to end of paragraph are off by one space on the left margin.

The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

NOTE: FTA does not require contractors to flow down these requirements to Subcontractors.

AMENDMENT

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the CTA and Contractor, and specifically referencing this Contract.

WAIVER

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

REMEDIES NOT EXCLUSIVE

The rights and remedies of the CTA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

COUNTERPARTS

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

CTA ETHICS ORDINANCE

The Contractor must comply with the CTA's Ethics Ordinance posted on CTA's website at http://www.transitchicago.com/assets/1/procurement/ethics_code_2009.pdf, the provisions of which are hereby incorporated into this Contract. The Contractor agrees that, any Contract negotiated, entered into, or performed in violation of the Ethics Ordinance must be void as to the CTA.

SEVERABILITY

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

THIRD-PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

ASSIGNMENT OF CONTRACT

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

INDEPENDENT PARTIES

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the CTA.

INTELLECTUAL PROPERTY INDEMNIFICATION

The Chicago Transit Authority shall advise the Contractor of any claim or impending patent suit related to this Contract against the Chicago Transit Authority and provide all information available. The Contractor shall defend any claim suit or proceeding brought against the Chicago Transit Authority based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all Chicago Transit Authority damages and costs resulting therefrom, excluding incidental and consequential damages. In case said equipment, or any part thereof, is in such suit claimed to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Chicago Transit Authority the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

DATA RIGHTS

Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- a. Shop drawings and working drawings
- b. Technical data including manuals or instruction materials, computer or microprocessor software
- c. Patented materials, equipment, devices or processes
- d. License requirements

The Chicago Transit Authority shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the Chicago Transit Authority to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Chicago Transit Authority has the right to reverse engineer patented parts and software.

The Chicago Transit Authority reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

ACCESS TO ONBOARD OPERATIONAL DATA

The Chicago Transit Authority grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

ASSURANCE OF COMPLIANCE WITH 49 CFR PART 26

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.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CONFIDENTIAL INFORMATION

The Chicago Transit Authority shall employ sound business practices no less diligent than those used for the Chicago Transit Authority's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in, Illinois laws, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Chicago Transit Authority in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

PARTS AVAILABILITY GUARANTEE

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least twelve (12) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Chicago Transit Authority are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Chicago Transit Authority, within eight (8) hours of the Chicago Transit Authority's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Chicago Transit Authority are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Chicago Transit Authority, within seven (7) days of the Chicago Transit Authority's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority. The Contractor's design and manufacturing documentation provided to the Chicago Transit Authority shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - a. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Chicago Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
5. Payrolls and basic records. (l) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT(continued)

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A Proposer must submit to the Authority the appropriate Buy America certification with all Proposals or bids on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

**SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page**

OBLIGATION TO COMPLY WITH THE INSPECTOR GENERAL ORDINANCE

The Contractor agrees to comply with all of the requirements of CTA's Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Contract to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Contractor agrees to cooperate fully and expeditiously with the CTA's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subcontractors of the Contractor.

SURVIVAL

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the CTA may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- a. "Intellectual Property Indemnification"
- b. "Data Rights"
- c. "Indemnification"
- d. "Governing Law and Choice of Forum"
- e. "Disputes"
- f. "Confidential Information"
- g. "Parts Availability Guarantee"
- h. "Access to Records"

AUTHORITY PROPOSAL PROTEST PROCEDURE

CTA's protest procedures for all RFPs, IFBs and LIQs are available on-line in Chapter 15 of the following document:

[http://www.transitchicago.com/assests/1/procurement/Procurement_Polliy_and_Procedur es_Versions_2_1_\(3_8_12\).pdf](http://www.transitchicago.com/assests/1/procurement/Procurement_Polliy_and_Procedur es_Versions_2_1_(3_8_12).pdf)

Any protest regarding the solicitation, evaluation or award must be submitted in accordance with these protest procedures.

DAMAGES

CTA shall in no event be liable to Contractor for special, contingent or consequential damages.

CHICAGO TRANSIT AUTHORITY
DETAILED SPECIFICATION
FOR
OVERHAUL KITS AND/OR SERVICE OF THE 1000 THRU 1429
SERIES BUSES

SPECIFICATION NO. 9985-12A

1. SCOPE

- 1.1 This specification details the requirements for a contractor to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 series bus numbers 1000 thru 1429 New Flyer LFS 40 ft model buses. Bus 1005 is the prototype for this overhaul and will not be included.
- 1.2 The CTA's 1000-series buses are equipped with Cummins ISM06 CM875 model year diesel engines. If overhaul services are required, the Contractor shall remove and replace existing engine(s) with Cummins Recon® Brand remanufactured or brand new Cummins ISM06 engine(s). In addition, the ZF 6HP592C transmission shall be removed and replaced with an identical ZF Industries, Inc. authorized rebuilt transmission(s).
- 1.3 The contractor shall use and/or supply for this overhaul program the following eight (8) component kits:
- Kit one (BOM-001) shall include the engine package;
 - Kit two (BOM-002) shall include air system, HVAC, auxiliary heater, additional engine parts and electrical parts;
 - Kit three (BOM-003) shall include radiator parts;
 - Kit four (BOM-004) shall include a Diesel Particulate Filter (DPF) retrofit kit;
 - Kit five (BOM-005) shall include all suspension, body, ramp, entrance and exit door, and driveshaft access door parts;
 - Kit six (BOM-006) shall include seat insert parts;
 - Kit seven (BOM-007) shall include seat insert parts;
 - Kit eight (BOM-008) shall include additional air system, HVAC and electrical parts.

The CTA reserves the right to purchase any combination and quantity of overhaul kits required during the duration of the contract.

- 1.4 A complete repair/overhaul shall include; but not be limited to, removal and replacement of engine package, auxiliary heater, air system parts, suspension parts, ramp, entrance and exit door parts and HVAC parts. It shall also include a new radiator assembly and DPF retrofit kit.

1. **SCOPE (Cont.)**

- 1.4.1 The Contractor shall return vehicles completely repaired in compliance with this specification.
- 1.4.2 Notwithstanding the statements in this specification, the Contractor shall be held responsible for the repair and overhaul of the vehicles in a workmanlike and professional manner. All parts and assemblies must fit and function properly after installation.

2. **OVERHAUL SERVICE**

- 2.1 The contractor shall supply all labor and parts, if awarded. ALL PARTS SHALL BE NEW, OEM, UNLESS OTHERWISE SPECIFIED AS REMANUFACTURED, OR APPROVED EQUAL, AUTHORIZED BY CTA.
- 2.2 Hardware: Contractor shall supply all screws, bolts, nuts, washers and other types of fasteners used in the overhaul kits and/or service. All Hardware must be new and of proper size to ensure permanent fastening. All fasteners shall be zinc or cadmium plated or phosphate coated to prevent corrosion.
- 2.2.1 All bolts and nuts supplied shall be SAE Grade 8 or metric 10.9 only (unless specified otherwise).
- 2.3 The word "new" as used throughout this document shall be understood to mean a component or assembly that has not been previously used. The phrase 1000-series New Flyer shall be understood to mean bus numbers 1000 thru 1429.
- 2.4 Contractor is referred to the lists of parts/kits at the end of this specification marked as BOM-001, 002, 003, 004, 005, 006, 007 and 008 in the Special Conditions. Each BOM table list shows the item description, part number and item usage per bus on that specific system being overhauled.
- 2.5 The CTA reserves the right to add or delete part numbers as required.
- 2.6 The Contractor shall provide a secured area for the storage of parts furnished by or being returned to Chicago Transit Authority. Disposition of parts shall be made by CTA.

3. **OVERHAUL KITS**

- 3.1 If awarded, the contractor shall supply as requested overhaul parts/kits at the end of this specification marked as BOM-001, 002, 003, 004, 005, 006, 007 and 008 in the Special Conditions. Each BOM table list shows the item description, part number and item quantity per kit.

3. OVERHAUL KITS (Cont.)

- 3.2 ALL PARTS SHALL BE NEW, OEM, UNLESS OTHERWISE SPECIFIED AS REMANUFACTURED, OR APPROVED EQUAL, AUTHORIZED BY CTA.
- 3.3 All repair kits shall be delivered to Chicago Transit Authority's South Shop facility or third party specified by the CTA in their original manufactures container.
- 3.4 Parts must be identified as OEM parts or CTA approved equals with the company's logo and part number on the individual parts or packaging.
- 3.5 A distributor supplying unmarked parts must provide authorized documentation with each order stating that these parts are genuine OEM or CTA approved equal parts. This documentation shall be on the manufacturer's letterhead, executed at the corporate level, and state the manufacturer will honor all warranties and product support as required for the item(s) supplied.
- 3.6 Deviations in the parts specified in the Contract Documents will not be accepted unless previously approved in writing by the CTA.
- 3.7 All kits provided shall be packaged in the original manufacturer's packaging, whenever possible, for kit identification and to prevent damage, distortion or other defects which may occur during shipping. All kits shall be labeled with the proper CTA item number and include a packing slip listing the quantity, description, and part number of each item supplied in the box.
- 3.7.1 All sub-kits within main kits called for in the BOM's shall be individually packaged within each main kits box, packed in separate packaging, and labeled in accordance with 3.7.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE

- 4.1 Contractor and/or Sub-contractor providing Recon® or Cummins ISM06 CM875 engine must be an Authorized Cummins Corporation Dealer or Distributor.
- 4.2 Contractor or its sub-contractor shall have sufficient plant capacity, machines, tooling, shop equipment and skilled labor to perform all work stated in this specification.
- 4.3 The CTA reserves the right to conduct an on-site visit to inspect the shop and facility of the Contractor, or its sub-contractors, as necessary to determine compliance and/or conformance to this specification requirement.
- 4.4 The entire interior area of the completed bus shall be thoroughly cleaned before delivery of the bus, so that it could be placed into immediate revenue service without delay. Any visible graffiti in the bus interior shall be completely removed.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE (Cont.)

- 4.5 All inside lighting fixtures and lenses shall be thoroughly cleaned. Any parts that need to be replaced shall be referred to the CTA inspector for disposition.
- 4.6 It is intended that the work be carried-out to completion with the utmost speed consistent with good workmanship.
- 4.7 CTA will provide to Contractor up to ten (10) buses to be used as floats for the duration of the contract.
- 4.8 Contractor shall perform all repair work at a shop within a fifty (50) mile radius of the intersection of Madison and State Street, Chicago, Illinois. CTA personnel shall transport the buses for repair work to the Contractor's repair facilities. The Contractor shall be liable for additional transportation charges for towing a bus; using a flatbed, if their repair facilities exceed the fifty (50) mile radius. Refer to the special conditions section of the contract documents for additional information.
- 4.9 Pre-award questions or any issue thereof regarding this contract and the specification shall be directed to the CTA's Procurement Administrator listed on the cover of the Contract Document.
- 4.10 After award of contract and during the bus overhaul period all questions regarding any parts or technical information required in this contract shall be directed to the Project Manager, 7801 S. Vincennes Ave., Chicago, Illinois 60620, tel. no. (773) 874-7100, ext 7224.
- 4.11 All buses leaving CTA property under this bus overhaul contract shall have a Shop Work Order, which identifies the overall condition of each bus. In certain cases, the Work Order will identify certain conditions (e.g. component repair or replacement, other than non-functional system, etc.) that may exist on the bus that are important to the Contractor prior to initiating the complete overhaul of the bus.
- 4.12 CTA's resident inspector(s) shall be stationed at the Contractor's or subcontractor's facility for the entire duration of the contract to ensure specification compliance and to resolve any issues pertaining to parts that are questionable as to whether it needs replacement or not.
- 4.13 If the Contractor discovers discrepancies not covered under this specification, they are to immediately notify the Contract Officer. The Contract Officer will ascertain if such discrepancies are necessary or required to be repaired under this contract and request Contractor to provide a detailed estimate of such repair.

4. **GENERAL REQUIREMENTS FOR OVERHAUL SERVICE (Cont.)**

- 4.14 Contractor may be required to furnish information to the Project Manager, which may include, but shall not be limited to:
- a. Copy of pick-up/delivery record;
 - b. Engine, transmission, coolant heater, etc. serial numbers;
 - c. Complete parts list with OEM part numbers;
 - d. Copy of the billing invoice.
- 4.15 Contractor shall indicate in their proposal the location of the repair facility. Contractor shall indicate in their proposal the name and telephone number of a person, who can be contacted for service during CTA normal business hours. CTA business hours are from 7:00 A.M. to 3:30 P.M., Monday through Friday.
- 4.16 The contractor must also meet the following requirements:
- The understanding of the functionality and the ability to repair and diagnose the CAN line as it pertains to the engine package (engine and transmission), HVAC and coolant heater;
 - Interpret wiring diagrams and Ladder logic.

5. **DETAIL REQUIREMENTS**

5.1 **Engine**

- 5.1.1 Replacement Parts (new)
- a. All applicable seals and gaskets;
 - b. All self-locking nuts, lock washers and locking fasteners;
 - c. All new filter elements shall be included and installed;
 - The air filter shall be a CTA approved equal;
 - d. All premium grade silicone hoses refer to Detail Specification # CTA 4745. Silicone hoses shall be clamped at each end of the hose with new stainless steel constant torque clamps;
 - e. All hose clamps, Wiring wraps, clamps, bushings, fittings and insulators shall be replaced with new;
 - f. Air intake and CAC hoses (both sides);
 - g. Belts;
 - h. Air Compressor intake and discharge hose;
 - i. All parts designated as replacement if required shall be replaced with new;
 - j. Exhaust flex connector and clamps;
 - k. Charge air cooler
 - l. Hydraulic oil cooler.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.2 Contractor shall follow Cummins service manual for ISM06 CM875 model engine for removing, installing and adjusting all engine parts. Any deviations from these established procedures, clearances, tolerances, etc. contained therein shall not be permitted unless specifically stated in the specification or approved by the CTA inspector. Contractor shall refer to the Detail Specification No. 1060. For non engine related repairs the contractor shall refer to New Flyer maintenance manuals for SR1074, 1110, 1120 and 1126.
- 5.1.3 The engine manufacturing facility, processes, shop tools, equipment and calibration shall comply with the standards established by Cummins Corporation.
- 5.1.4 Each bus covered in this contract shall have its original Cummins ISM06 engine and ZF Industries transmission package removed and replaced with new and/or Cummins ISM Recon® remanufactured diesel engine and a rebuilt ZF Industries transmission. The engine package part number is Cummins #DR27071RXM280ZF ~~#DR27012RXM280ZF~~. The only exceptions are noted below.
- 5.1.5 The replacement engine shall be the latest Cummins ISM06 diesel engine, which incorporates all the latest modifications (mechanical or electronic system), and other engine modifications done by Cummins that the CTA is unaware of. The replacement engines shall be certified to be in compliance with the applicable EPA emissions guidelines.
- 5.1.6 Contractor shall only use the following fluids identified as CTA approved (attachment A):
- | Description | CTA L/N | Spec# |
|----------------|---------|-------|
| Engine Oil | 1481042 | 2921 |
| Trans Oil | 1485309 | 1036 |
| P/S Oil | 1481099 | 2142 |
| Anti Freeze | 1464725 | 137 |
| Aviation Fluid | 1481041 | 399 |
| Grease | 1482030 | 22 |
- 5.1.7 All fluid lines and air piping shall be supported to prevent chafing damage, fatigue failures, and tension strain. Lines shall be secured with heavy-duty, stainless steel, full silicone rubber clamps. All flexible lines shall be as short as practicable. Flexible hoses and fluid lines shall not touch one another, or any part of the bus.
- 5.1.8 Wiring harnesses are to be properly routed and supported using full silicone rubber insulated P clamps. TY-RAPS® shall only be used to group or "bundle" the wiring but not for support.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.9 Contractor shall drain and remove the radiator/CAC/oil cooler assembly. A new radiator/CAC/oil cooler assembly shall be installed. A new Fleetguard coolant conditioner shall be installed. A new coolant overflow bottle shall be installed. If original radiator design is used (attachment B) refer to CTA drawing S1-1765 for the brackets needed to mount the overflow bottle. Refill the coolant system with new anti-freeze as detailed in the latest version of CTA's Detailed Specification 137. Contractor shall follow latest Cummins and New Flyers procedure for refilling and pressure checking the coolant system.
- 5.1.10 Once all components are removed from the engine compartment the Contractor is required to clean the engine compartment of all grease and dirt and inspect the structure for cracks. CTA has seen cracking in the bus structure for the engine compartment. If cracking is found it shall be brought to the CTA inspector for disposition.
- 5.1.11 Contractor shall install a DPF system following the manufacture's installation instructions.
- a. Contractor shall provide a separate identification tag (attached to the DPF), as well as an Installation Verification Record type form for each DPF installed on a bus to identify and track each DPF's warranty history. Forms shall be submitted to the Project Manager.
 - b. Contractor shall also provide to the Project Manager, a complete master list of the DPF serial numbers for those DPF's provided under this Contract. This list shall include, but not limited to: date of installation, bus number, engine serial number, back pressure test valve, DPF part number, and DPF serial number
 - c. For EPA and warranty purpose, installation of the DPF system shall be done by a certificated installer only.
- 5.1.11.1 The manufacturer supplying the aftermarket DPF (BOM-004) shall provide hardware and software to diagnosis DPF system to CTA. In addition, the manufacturer shall interface with Clever Devices AVM system. It is the manufacturer's responsibility to obtain AVM certification from Clever.
- 5.1.12 CTA is currently removing the Spinner filter, Contractor shall remove the Spinner filter, oil lines and air line if one is still installed on the vehicle. Once lines are removed, pipe plug fittings shall be used to plug lines.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.13 Contractor shall change all the hardware for both engine struts. Contractor shall follow New Flyer ITS 4656 (attachment C) for installation and adjusting the engine struts. CTA has seen structural cracking in the area of the A/C L-support bracket behind the curbside corner pillar. If cracking is found it shall be brought to the CTA inspector for disposition.

5.2 Transmission

- 5.2.1 The CTA's 1000-series buses are equipped with ZF transmissions. Contractor shall remove and replace each bus transmission covered in this contract with a completely remanufactured ZF or ZF authorized remanufactured transmission with an a new oil cooler. Contractor shall refer to the Detail Specification No. 5396 attached at the end of this document. The ZF transmission with cooler is included in the engine package. All clutch friction material and friction plates shall be replaced with new.
- 5.2.2 The CTA will provide the Contractor with at least four (4) units of either a completely rebuilt ZF transmission, or a combination of a rebuilt and core transmissions to be used as "float" units for the duration of the contract.
- 5.2.3 At the end of the contract period, Contractor shall return the "float" transmissions to the CTA as rebuilt transmission units.
- 5.2.4 A new ~~remanufactured~~ dynamically balanced propeller shaft with new universal joints shall be installed.

5.3 ProHeat Coolant Heater

- 5.3.1 The CTA's 1000-series buses are equipped with the ProHeat model M80 coolant heater.
- 5.3.2 Contractor shall remove and install a new ProHeat assembly. All new ProHeat assemblies shall have the validated software Rev level, TBD.
- 5.3.3 Contractor shall install a new 5 ply silicone elbow for the coolant heater water outlet.

5.4 HVAC System

- 5.4.1 The CTA's 1000-series buses are furnished with Thermo King model T11-M114 HVAC system. All repairs made to the HVAC system shall be made by a Thermo King certified technician. TK's service manual shall be followed for all repairs and adjustments.

5. DETAIL REQUIREMENTS (Cont.)

- 5.4.2 Contractor shall remove and replace the filter-drier with a new OEM filter-drier or CTA approved equal. To minimize the loss of refrigerant both hand valves shall be shut off prior to removal of the filter-dryer. Evacuate the filter-dryer and tubing between both hand valves. If the HVAC system is not working correctly or is in need of additional repair it shall be brought to the attention of the CTA inspector for disposition. The Thermo King configuration Rev level shall be checked and if not at the validated rev level "52V or 52Y" it shall be updated.
- 5.4.3 Contractor shall change all the parts included in TK's rebuild kit listed below:
1. Clutch Kit
 2. Clutch Seal Kit
 3. LPCO Switch
 4. HPCO Switch
 5. Discharge Temperature Switch
 6. Suction Transducer
 7. Evaporator Motor
 8. Discharge Transducer
 9. Water and Ambient Temperature Sensor
 10. Return Air Sensor
 11. Internal Seal
 12. Dust Seal for Nose Cone
 13. Condenser Motors
- 5.4.4 TK's rebuild kit includes a compressor acid kit to test the compressor oil. The compressor oil shall be tested first before any repair is started to the compressor. If the test fails or there are any other issues not covered in this specification, it shall be brought to the attention of the CTA inspector for disposition.
- 5.4.5 Contractor shall change the streetside and curbside heater blower assembly and the driver fan assembly. Also, the contractor shall change the front heater/defroster assembly.
- 5.4.6 Contractor shall change the evaporator motor, couplings and bushings. Parts are included in TK's repair kit. Contractor shall follow TK's procedure aligning the evaporator motor shaft and bushings.
- 5.4.7 Contractor shall follow CTA bulletin AS-26-482B (attachment D) for aligning and adjusting the AC compressor and belt tension.
- 5.4.8 Contractor shall grease the clutch bearing and both shaft bearings using Thermo King approved grease, CTA lot number 1485300.

5. DETAIL REQUIREMENTS (Cont.)

5.4.9 Each bus HVAC system shall then be checked and inspected per THERMO KING "ANNUAL BUS AIR CONDITIONING PREVENTIVE MAINTENANCE C INSPECTION" (attachment E). Contractor shall remove all debris from the condenser and evaporator coil and thoroughly clean both coils and all related parts in the rear HVAC unit following TK's procedure.

5.4.10 Contractor shall change the marine pump and solenoid valve assemblies.

5.5 Seat Inserts

5.5.1 Contractor shall remove and replace with new all seat inserts.

5.6 Suspension System

5.6.1 The bus suspension system shall be completely overhauled and a two wheel laser alignment shall be performed. All disassembled suspension component assemblies shall be put back together using new suspension hardware/fasteners.

5.6.2 Air Springs - The front and rear suspension air springs and mounting hardware shall be removed and replaced with new OEM air springs or CTA approved equal. All suspension fasteners shall use the inch system (Unified or American National Screw Threads), unless otherwise specified.

5.6.3 Upon completion of the air spring installation, the lower and upper mounting locations shall be checked/tested for air leakage using in-house air. No air leakage is permissible. If leakage is found on any of the air springs during the air leak test, the air spring shall be replaced. The system shall again be retested until a leak free system is established.

5.6.4 Contractor shall change all four suspension bumpers with new.

5.6.5 Leveling Valves - The front and rear air suspension leveling valves shall be removed and replaced with new OEM leveling valves, or CTA approved equal with new linkage. Note: The front and rear leveling valves are not interchangeable.

5.6.6 Radius Rods - The radius rods shall all be removed and inspected for bent tube(s), bushing bore cracks, and excessive bushing bore wear or elongation. Any radius rods with bushing bore elongation, cracks or deformation must be replaced with new OEM, or CTA approved equal. All rods with non-elongated bore(s) and no deformation or cracks could therefore be re-bushed with new OEM or CTA approved equal radius rod bushings and shall be reinstalled with associated new hardware. All new bushings shall be checked using a GO/NO-GO gauge provided by the CTA. Contractor shall also inspect the rear lower rod

5. DETAIL REQUIREMENTS (Cont.)

5.6.6 (Cont.)

mounting pin using a GO/NO-GO gauge provided by the CTA and notify the CTA inspector if found defective.

5.6.7 Kneeling Valves – Contractor shall remove and install new kneeling valves and solenoid. New Flyer ITS 3555 (attachment F) shall be followed for the rear valve installation.

5.6.8 Access Panel Curbside Shock – Contractor shall modify the access to the curbside shock; refer to CTA drawing S3-578 (attachment G).

5.6.9 Drive Shaft Access Panel – Contractor shall install a drive shaft access panel following New Flyers procedure (attachment H).

5.6.10 Air Valves – Contractor shall remove and install new brake treadle, parking brake valve, emergency brake release valve, relay valve, quick release valve and all ABS regulating valves.

5.7 Entrance and Exit Doors

5.7.1 Contractor shall refurbish the entrance doors utilizing the Vapor parts kit included in BOM-005. The entrance doors shall be adjusted correctly using Vapors maintenance manual. Vapor has supplied a procedure (attachment I) that shall also be followed. Vapors entrance door kit includes:

1. Doors seals
2. Door bearings
3. Rod pivots
4. Retainer
5. Brushes
6. Roller
7. Engine assembly
8. Collar
9. Pin
10. Mounting bracket

5.7.2 Contractor shall refurbish the exit doors utilizing the Vapor parts kit included in BOM-005. The exit doors shall be adjusted correctly using Vapors maintenance manual and diagnostic software confirming no fault exceptions. Vapor has supplied a procedure (attachment J) that shall also be followed. Vapor exit door kit includes:

1. Door seals
2. Retainer
3. Cylinder & valve assembly

5. DETAIL REQUIREMENTS (Cont.)

5.7.2 (Cont.)

4. Spring
5. Conduit & plate assembly
6. Gasket
7. Label

5.8 Ramp

- 5.8.1 Contractor shall refurbish the ramp by utilizing the Ricon parts kit included in BOM-004. Refer to Ricon's Modification Instructions (attachment K) for additional installation instructions. Note: steps 16 through 20 do not apply to CTA installation. Ricon ramp kit includes:

1. Lifting strap
2. Bushing kit
3. Solenoid
4. Relay
5. Heater Kit
6. Hydraulic hoses
7. Pillow block bearings
8. Safetread
9. Arm assemblies
10. Scuff plate and support
11. Proximity switches

- 5.8.2 Contractor shall change all safetread following Ricon's procedure. Contractor shall use Ricon's recommended Primmer (3M Primmer 94) and edge sealer (3M Safety-Walk Brand Edge Sealing Compound) for install the safetread following Ricon's procedure (attachment L).

- 5.8.3 The ramp shall be cleaned of all debris including the trim pockets. Contractor shall inspect the ramp to ensure the drainage holes are cleaned and present. Refer to New Flyer ITS 3234 (attachment M). If the contractor finds loose or damaged ramp trim or the ECM not potted they shall notify the CTA inspector for disposition.

5.9 Electrical

- 5.9.1 Contractor shall remove and install a rebuilt or new alternator and belt. The rebuilding of the alternator shall follow CTA specification 7958.

- 5.9.2 Contractor shall remove GeoGuidance brake monitoring following the procedure provided by CTA (attachment N).

5. DETAIL REQUIREMENTS (Cont.)

- 5.9.3 Contractor shall change both low coolant sensors. The engine's low coolant sensor shall be changed from a two pin to three pin following CTA's procedure provided by CTA (attachment O).
- 5.9.4 Contractor shall replace the locking sliders on the radio box trays using New Flyer IST 3185 (attachment P).
- 5.9.5 Contractor shall replace the accelerator pedal, turn signal switches, dimmer switches and pressure & stop switches with new.
- 5.9.6 Contractor shall remove the rear Event Data Recorder (EDR) and mount it horizontally using stainless steel rivnut and mounting hardware. Contractor shall use a template to mount the rear EDR in its new location referencing CTA drawing number S1-1766 (attachment Q).

5.10 Bus Body

- 5.10.1 Window vandal shields shall be inspected for damage and replaced as necessary.
- 5.10.2 Vendor shall change the bike ramp pivot plate assembly with new.

5.11 Paint

- 5.11.1 Contractor shall repaint the entire exterior body of the bus, except the roof, with the original paint color scheme.
- 5.11.2 Before any paint application, the surfaces to be painted shall be properly prepared by washing or wiping the surface with an appropriate solvent. The painted surfaces are to be sanded to provide excellent paint adhesion of the topcoat. Care shall be taken that all hidden surfaces and crevices are thoroughly painted. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:
 - A. Blisters or bubbles appearing in the topcoat film.
 - B. Chips, scratches, or gouges of the surface finish.
 - C. Cracks in the paint film.
 - D. Craters where paint failed to cover due to surface contamination.
 - E. Overspray.
 - F. Peeling
 - G. Runs or sags from excessive flow and failure to adhere uniformly to the surface.
 - H. Chemical stains and water spots.

5. **DETAIL REQUIREMENTS (Cont.)**

5.11.3 To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents. Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals.

5.11.4 Paint for the exterior of the bus be polyurethane automotive type or equal and shall match the following colors:

Color	CTA Lot No. VALSPAR p/n	
White	3540097	327 W 1916
Grey	3540096	327 N 1728
Black	3540095	327 K 090

Red Stripe, Blue Stripe, Logos and Numbers shall be reflective decal type, 3M Image Graphics Ruby Red 580-82 and Blue 580-75 or equal.

5.11.5 All old CTA logos and decals on all sides of the bus shall be removed and replaced with new logos and decals. CTA will furnish samples of all logos to the contractor.

5.11.6 All old bus numbers located on all four sides shall be removed and replaced with a new identical bus number, size and color. Bus numbers located on the all four sides of the bus shall be reflective vinyl.

6. **MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS)**

6.1 If and when applicable, contractor personnel shall be required to utilize the CTA's Maintenance Management Information System (MMIS) in order to track and record any service or repair work done in or out of warranty on a CTA vehicle. If and when applicable, contractor personnel shall be required to access the MMIS system on a daily basis to identify and schedule any service, repair, or warranty work, as well as for any data entry or data maintenance work. If requested by the CTA, the contractor shall provide on a monthly basis, unless directed otherwise by the CTA due to a special situation, an Excel compatible spreadsheet detailing the nature of any work performed by the contractor on a CTA vehicle, including, but not necessarily limited to, an itemized cost of the work performed and any parts and their associated part numbers used.

6.1.1 If any contractor personnel requires training on the CTA's MMIS, then the CTA shall provide for the necessary MMIS training for contractor personnel. The CTA shall not provide any reimbursement to the contractor for any expenses incurred by the contractor for contractor personnel MMIS training.

7 WARRANTY

- 7.1 The contractor shall refer to the Special Conditions section of the Contract Document for detailed warranty requirements.

8. APPROVED AND NON-APPROVED ITEM INFORMATION

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

9. ADDITIONAL INFORMATION FOR POTENTIAL CONTRACTORS

- 9.1 Potential contractors requiring any additional information on any subject matter in the Contract Document shall only contact the CTA Procurement Administrator or Buyer whose name is stated in the Contract Document. Potential contractors who may require additional information from a person or persons potentially listed in the Special Conditions section of the Contract Document shall route their request only through the Procurement Administrator or Buyer. Potential contractors who contact any CTA personnel other than the Procurement Administrator or Buyer will be considered in violation of the provisions set forth in the Contract Document.

Distribution: Manager, Bus Technical Services

JSC/tb - Initial Specification – 05/18/12

JSC/TB – 1st Revision-08/17/12

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

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

1. DEFINITIONS:

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

2. COMPLIANCE WITH LAWS:

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

3. BID DEPOSIT:

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

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

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

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

4. PREPARATION OF BID:

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

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

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

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

A "Partnership," "Joint-Venture" or "Sole Proprietor" operating under an Assumed Name must be registered with the Illinois County in which located, as provided in the Assumed Business Name Act, 805 ILCS 405 et seq., as amended.

ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC

R - 1 of 4

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 60661-1465; 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, including, but not limited to, any replacement parts that have not been tested and approved for use on CTA rolling stock.

16. RETURN OF BID DEPOSIT:

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

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

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

17. TAXES:

Federal Excise Tax does not apply to materials purchased by the Chicago Transit Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax does not apply to materials or services purchased by the Authority by virtue of Statute Chapter 111 2/3 and Section 333, Illinois Revised Statutes as amended. These taxes shall not be included in any of the prices quoted herein. Illinois Tax Exemption Identification number is E9978-2987-05. The prices quoted herein shall agree with all Federal Laws and Regulations.

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

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

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

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

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

19. NOTICE:

All communications and notices provided herein shall be in writing, delivered personally or by mail, to the name and address of the accepted bidder as provided on the signature page of the bid hereof, or to the Chicago Transit Authority. Attention, Purchasing Agent. 567 W. Lake Street, Chicago, IL 60661-1465.

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
INVITATION FOR BIDS**

REQUISITION NUMBER: C12FR101208860

I. POLICY AND TERMS

- A. The policy of the Chicago Transit Authority is to create a level playing field on which Disadvantaged Business Enterprises (DBEs) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 can compete fairly for contracts financed in whole or in part with federal funds.
- B. The Authority has established two separate DBE participation goals for this project:
 - Disadvantaged Business Enterprise Goal (overhaul): **4%**
 - Disadvantaged Business Enterprise Goal (parts): **3%**
- C. The DBE participation goals are separate and distinct for each portion of the requested services or parts.
- D. The DBE participation goal shall be expressed as a percentage of the total contract price. A bidder who submits a bid for bus overhaul services must meet the 4% DBE participation goal for overhaul services. A bidder who submits a bid to supply parts for the bus overhaul work must meet the 3% DBE goal for parts. A bidder who submits a bid for both the overhaul services and provision of the necessary parts for the overhaul work must meet each of the 4% goal on the services to be provided and the 3% goal on the provision of parts. The bidder may also meet either or both of the contract goals by showing good faith efforts to meet said 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.
- E. The DBE participation goal shall apply to the total dollar value of the relevant 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.
- F. 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.
- G. 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.
- H. 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 the relevant 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 for such 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 Unified 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 the IL UCP and entitled the "IL UCP DBE Directory." The directory is 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, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **"Subcontinent Asian Americans"**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
6. **"Women"**
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

- 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, the Authority requires that each joint venturer sign the bid submitted.

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 on the relevant 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 will perform a commercially useful function on the contract. 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 on the relevant contract or portion of the contract 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 section I.B. hereof for the services and/or provision of parts proposed by the bidder. 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 relevant contract 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 for the services and/or provision of parts as set forth herein. 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 bidder'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 on the relevant contract, 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**A. Schedules B, C and D:**

1. 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 relevant 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.
2. There are two separate DBE goals on this solicitation: one DBE goal (4%) is for providing services and one DBE goal (3%) is for providing parts. Therefore, there are two sets of Schedules (B, C & D) included in this solicitation. A bidder who proposes to provide the overhaul work only must fill out Schedules C & D (and B, if a joint venture) that are labeled "Overhaul." A bidder who proposes to provide the necessary parts only must fill out all Schedules C & D (and B, if a joint venture) that are labeled "Parts." A bidder that proposes to provide both the overhaul services and the required parts must fill out both sets of Schedules.

B. 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.

C. 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 Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which reports must be submitted will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**

C. In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1) The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

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 on the relevant contract or portion of the contract 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 on the attached form, consisting of information about all subcontractors who 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 may result in the firm being deemed non-responsible for the contract.

XIII. MINORITY FINANCIAL INSTITUTIONS

The bidder is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of bidder's willingness to do business with DBEs. Information about such institutions is available in the Authority's DBE Program Directory, which is available on-line at <http://www.federalreserve.gov/releases/mob/current/default.htm>.

Schedule B**OVERHAUL****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

OVERHAUL

VII. Ownership of the Joint Venture *(continued)*:

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

1. Sharing of profit and loss: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment *(specify types, quality and quantities of equipment to be provided by each venturer)*:

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

5. **Provide copies of all written agreements between venturers concerning this project.**
6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

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

A. Joint venture check signing:

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

OVERHAUL

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

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

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

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

OVERHAUL

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:

OVERHAUL

**LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER
AND/OR CONSULTANT**

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

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

From: _____
(Name of DBE Firm)

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

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

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

[illegible]

Sub (or Grand) Total: \$_____

SPECIFY ANNUALLY or TOTAL VALUE

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**OVERHAUL****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 ANY 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 B**PARTS****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

PARTS

VII. Ownership of the Joint Venture *(continued)*:

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

1. Sharing of profit and loss: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment (*specify types, quality and quantities of equipment to be provided by each venturer*):

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

5. **Provide copies of all written agreements between venturers concerning this project.**
6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

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

A. Joint venture check signing:

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

PARTS

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

IX. Financial Controls of Joint Venture:

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

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

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

PARTS

- 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.

[illegible]

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

PARTS

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**PARTS****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 ANY 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

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

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

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 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

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

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@chicagomsgdc.org
Website: www.cmbdc.org

Services

- Business Development
- Certification Assistance
- Technical Assistance

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

Latin American Chamber of Commerce (LACC)

3512 W. Fullerton Avenue
Chicago, IL 60647
Contact: D. Lorenzo Padron
Phone: (773) 252-5211
Cellular: (847) 894-5722
Fax: (773) 252-7065
Email: D.LorenzoPadron@latinamericanchamberofcommerce.com
Website: www.latinamericanchamberofcommerce.com

Services

- Business Development
- Certification Assistance
- Technical Assistance

Women's Business Development Center (WBDC)

8 S. Michigan Ave., 4th Floor
Chicago, IL 60603
Contact: Freida Curry
Phone: (312) 853-3477
Fax: (312) 853-0145
Email: fcurry@wbdc.org
Website: www.wbdc.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.ihccbbusiness.net

Services

- Business Development
- Certification Assistance
- Technical Assistance

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

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 60661-1465
Phone: (312) 681-2400
Fax: (312) 681-2405
E-mail: mpopovic@transitchicago.com

**Chicago Transit Authority
DBE Directory**

c/o Veronica Alanis
Diversity Programs Department
567 W. Lake St.
Chicago, IL 60661-1465
Phone: (312) 681-2600
Fax: (312) 681-2605
E-mail: valanis@transitchicago.com

BUY AMERICA CERTIFICATION (PART 2)
(For all Contracts in Excess of \$100,000)

For all contracts involving the purchase of buses, other rolling stock (including train control, communication, and traction power equipment), one of the following certifications must be completed and furnished with the Bid. Failure to provide a required certification will result in your bid being declared non-responsive to the invitation for bids and rejected. Details regarding these certifications may be found in 49 C.F.R Part 661, entitled Buy America Requirements.

**CERTIFICATION REQUIREMENT FOR PROCUREMENT OF BUSES, AND OTHER ROLLING STOCK
(INCLUDING TRAIN CONTROL, COMMUNICATION, AND TRACTION POWER EQUIPMENT)**

Certificate of Compliance with 49 USC § 5323(j) Regarding Rolling Stock

The Bidder hereby certifies that it will comply with the requirements of 49 USC § 5323(j) and the regulations in 49 CFR 661.11.

Signature _____ Date _____

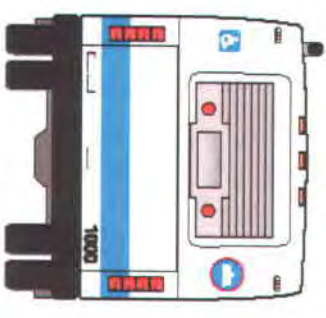
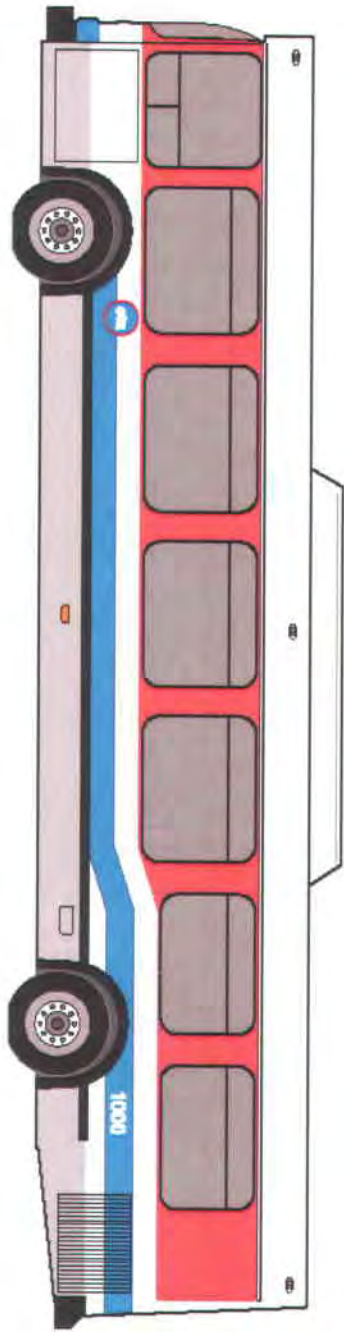
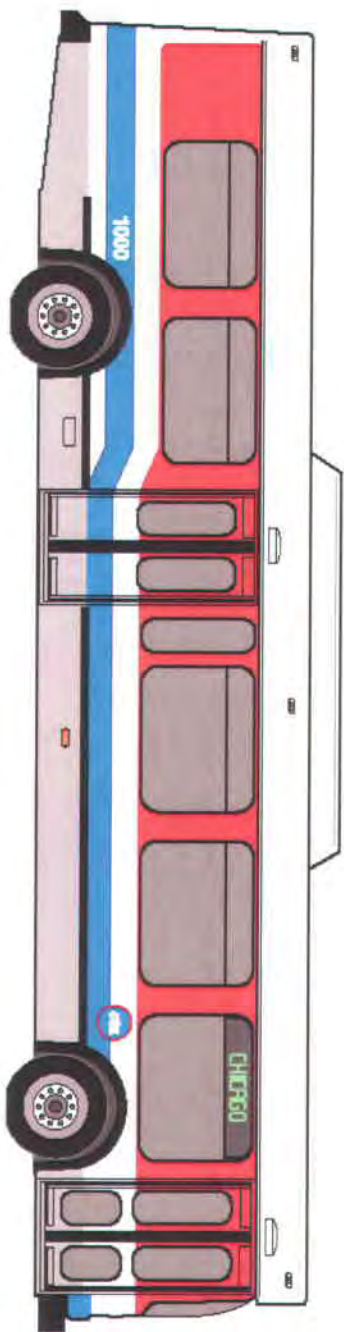
Title _____ Company Name _____

Certificate of Non-compliance with 49 USC § 5323(j) Regarding Rolling Stock

The Bidder hereby certifies that it cannot comply with the requirements of 49 USC § 5323(j), but it may qualify for an exception to the requirements pursuant to 49 USC § 5323(j)(2)(C) and the applicable regulations in 49 CFR 661.7.

Signature _____ Date _____

Title _____ Company Name _____



1000A 1000B

Bus Engineering
NSS-01/19/06

Signature _____ Date _____

New Flyer 1000 Series Low Floor Bus – Walk Around Inspection

Bus No. _____

Circle any areas of damage on drawing above, number and note down in corresponding line the brief description of damage.

1	9	
2	10	
3	11	
4	12	
5	13	
6	14	
7	15	
8	16	

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

NOTICE OF TIME EXTENSION

Notice is hereby given that the bid opening date heretofore advertised as Friday, August 24, 2012 has been extended to Friday, September 14, 2012 no later than 11:00 A.M. in the Bid Office, 2nd Floor, 567 W. Lake, Chicago, IL 60661-1498 for the following items:

Req. C12FR101208860, Spec. No. CTA 1060-10
Definite-Delivery Contract for all Labor and Material for Complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine(429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred Twenty-Five (225), 1000 Series New Flyer Buses.

PROPOSAL GUARANTEE: 25% of Contract Amount

For additional information, please contact Richard Kurek, Sr. Procurement Administrator, 312/681-2469.

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

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

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. Acceptance of any bid is subject to concurrence by the Regional Transportation Authority and the United States Department of Transportation.

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President
Purchasing & Warehousing

August 9, 2012



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Date: July 31, 2012

TIME EXTENSION

Subject: Requisition No. **C12FR101208860**- Definite-Delivery Contract for all Labor and Material for complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred Twenty-Five (225), 1000 Series New Flyer Buses.

The bid opening date is being extended from Friday, August 24, 2012, 11:00 a.m., local Chicago time to Friday, September 14, 2012, 11:00 a.m., local Chicago time.

If you have any questions, please contact Mr. Richard Kurek of my office at (312) 681-2469.

Sincerely,

David Johnson
General Manager, Purchasing

cc: M. Popovic
R. Brokvist
K. Brosnan
Contract File (C12FR101208860)

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

NOTICE OF TIME EXTENSION

Notice is hereby given that the bid opening date heretofore advertised as Monday, August 6, 2012 has been extended to Friday, August 24, 2012 no later than 11:00 A.M. in the Bid Office, 2nd Floor, 567 W. Lake, Chicago, IL 60661-1498 for the following items:

Req. C12FR101208860, Spec. No. CTA 1060-10
Definite-Delivery Contract for all Labor and Material for Complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine(429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred Twenty-Five (225), 1000 Series New Flyer Buses.

PROPOSAL GUARANTEE: 25% of Contract Amount

For additional information, please contact Richard Kurek, Sr. Procurement Administrator, 312/681-2469.

Any contract resulting from this bid is subject to a financial assistance between the Chicago Transit Authority, the United States Department of Transportation and the Regional Transportation Authority.

Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations and affirmative action requirements of the Federal Transit Administration and Illinois Human Rights Commission.

All bidders will be required to certify that they are not on the Comptroller General's list of ineligible contractors.

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

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. Acceptance of any bid is subject to concurrence by the Regional Transportation Authority and the United States Department of Transportation.

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President
Purchasing & Warehousing

July 13, 2012



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Date: July 11, 2012

TIME EXTENSION

Subject: C12FR101208860- Definite-Delivery Contract for all Labor and Material for complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred Twenty-Five (225), 1000 Series New Flyer Buses.

The bid opening date is being extended from Monday, August 6, 2012, 11:00 a.m., local Chicago time to Friday, August 24, 2012, 11:00 a.m., local Chicago time.

If you have any questions, please contact Mr. Richard Kurek of my office at (312) 681-2469.

Sincerely,

David Johnson
General Manager, Purchasing

cc: M. Popovic
R. Brokvist
K. Brosnan
Contract File (C12FR101208860)



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Date: June 11, 2012

ADDENDUM #2

Subject: Requisition No. **C12FR101208860**- Definite-Delivery Contract for all Labor and Material for complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred Twenty-Five (225), 1000 Series New Flyer Buses.

We are enclosing Addendum No. 2 for the subject requisition:

Please insert Attachment "P" as it was omitted from the original document.

Please acknowledge receipt of Addendum No. 2 on the Proposal page titled, To Be Executed by a Corporation; Sole Proprietor; or Partnership or Joint Venture, as appropriate, in the boxed space provided at the top of the respective page. Failure to acknowledge receipt of the addendum may cause your bid to be non-responsive.

If you have any questions, please contact Mr. Richard Kurek of my office at (312) 681-2469.

Sincerely,

David Johnson
General Manager, Purchasing

cc: M. Popovic
R. Brokvist
K. Brosnan
Contract File (C12FR101208860)

ATTACHMENT "P"

**New Flyer ITS 3185 Remove/Replace Sliders on
Radio Box Trays**



THIS DOCUMENT AND THE CONTENTS DISCUSSED HEREIN ARE THE CONFIDENTIAL AND PROPRIETARY INFORMATION OF NEW FLYER INDUSTRIES CANADA ULC AND NEW FLYER OF AMERICA INC. AND ARE DISCLOSED BY NEW FLYER IN CONFIDENCE. THIS DOCUMENT AND THE CONTENTS HEREIN ARE NOT TO BE DISCLOSED BY THE INTENDED RECIPIENT WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF NEW FLYER. ANY UNAUTHORIZED DISCLOSURE, REPRODUCTION OR OTHER DISTRIBUTION OF THIS DOCUMENT OR INFORMATION IS STRICTLY PROHIBITED AND MAY RESULT IN ACTION BEING TAKEN AGAINST THE PARTY MAKING THE UNAUTHORIZED DISCLOSURE. THIS DOCUMENT AND ALL COPIES HEREOF MUST BE RETURNED TO NEW FLYER UPON REQUEST.

INSTRUCTION TO SERVICE

ITS: 3185

SECTION: 600	MODEL: <input checked="" type="checkbox"/> 30FT <input checked="" type="checkbox"/> 35FT <input checked="" type="checkbox"/> 40FT <input checked="" type="checkbox"/> 60FT	TYPE: <input type="checkbox"/> HIGH FLOOR	WRITTEN BY: Jeff Kosheluk
Customer Options	<input checked="" type="checkbox"/> DSL <input checked="" type="checkbox"/> CNG <input checked="" type="checkbox"/> LNG <input checked="" type="checkbox"/> ELEC	<input checked="" type="checkbox"/> LOW FLOOR	

OBJECTIVE/SUBJECT:

Remove/replace with new sliders, LH locking (NF PN: 302528) & RH W/O locking (NF PN: 302568) on radio box trays (3 trays & 1 bottom tray).

PROCEDURE:

1. Turn the main battery disconnect switch to the "OFF" position.
2. On the interior of the coach, locate the radio box tray enclosure located behind the driver's barrier on top of the streetside luggage cover. **See Figure 1.**
3. Open door and keep door in open position during procedure to remove/replace sliders on radio trays.
4. Starting on the # 2 tray from the top, inside of the electrical enclosure. Prepare to remove tray from the enclosure.
5. Start by labeling all electrical which maybe required to be disconnected to remove the tray. Secure all electrical and disconnect electrical from the tray components as required. **Note:** Ensure that all electrical is labeled so that electrical can be connected after tray is re-installed.
6. Before removing tray, mark reference lines on inside of enclosure so that the tray can be installed at same location. Remove the (x4) screws, flat washers & nuts per side where tray is mounted to the enclosure rails. This is typical for both sides. **Note:** Set aside hardware to re-

install tray later.

7. Once tray is removed from enclosure, set tray on a workbench with a clean/flat surface so that the tray can be reworked.
8. Apply a cloth or some type of material over components on the tray to prevent filings or debris on electrical components.

REFER TO FIGURE 1 – 14 FOR STEPS 9 THROUGH 46 FOR DRAWING VIEWS.

9. Remove slider along with mount bracket from both sides of the tray (dispose of bracket and slider). New mount bracket and slider base will be used.
10. On the tray assembly, remove the (x4) screws, flat washers & locknuts used to secure the slider and the angle support bracket to the tray. Typical both sides. **Note:** Save mounting hardware to re-install new slider with the angle support to the tray. Drill (0.199" diameter holes) [x4] to remove the rivets that secure the slider to the angle support bracket. Re-use the angle support bracket to mount the new slider.
11. Starting on the LH locking slider (**NF PN: 302528**), separate the slider so that the outer shell is attached to the mount bracket (**NF PN: 302626**) that will be attached to the enclosure rails. The inside of the slider (with the mechanism and ball bearings) will be attached to the angle support bracket that was disassembled to be used on the install. **See Figure 4 & 5.**
12. Prepare to attach the outer shell of the slider to the mounting support bracket (**NF PN: 302626**). The section of the bracket with the (x2) 0.438" diameter holes at the end of the bracket will be at the rear section of the tray assembly. Mount the slider with holes that are pre-drilled in the slider to match up with the (x4) holes (0.261" diameter) in the mounting bracket (**NF PN: 302626**). The forward edge of the slider will be flush with the mount bracket. Install (x4) rivets (**NF PN: 51R04009**) into the outer slider and the mounting bracket (**NF PN: 302626**). [Holes may need to be reamed out to install rivets]. Crimp rivets in place and remove all sharp edges/surfaces on the rivet head. ***Note:** Ensure that no filings/residue get into the bearing section of the slider. Cover as required.
13. Attach the other section of the slider to the angle support bracket (previously disassembled). The angle support bracket will be used for both sides (3 holes used for one side and the 3 remaining holes will be used for the other side).
14. Install (x3) rivets (**NF PN: 51R04009**) into the inside section of the slider to the angle support bracket. Using the hole (x3) in the slider, line up with the forward edge of the bracket. New

- holes maybe required. Drill the holes to 0.261" diameter. ***Note:** Ensure that no filings/residue get into the bearing section of the slider. Cover as required. **See Figure 3 & 10.**
15. The forward edge of the slider and the angle support bracket will be flush. Crimp rivets in place and remove all sharp edges/surfaces on the rivet head.
 16. Repeat steps 11 – 15 to install the RH W/O locking slider (**NF PN: 302568**) to the angle support and the mounting bracket (**NF PN: 302626**) for the RH side. **See Figure 3, 4, 6, 7, 9, 10, 11, 12 & 13.**
 17. Attach the slider with angle support to the mount bracket for both sides. Prepare to install both the LH and RH slider with brackets to the radio tray base plate.
 18. Align both sides with the tray. The measurement between the outside edges of the mount bracket should be 18.03" when assembled together. **See Figure 7.**
 19. Starting on the LH side, install the screws, flat washers and nuts that were set aside from step 10. Using the (x4) holes on the tray as a reference, attach the hardware to the angle support bracket. Tighten up hardware finger tight.
 20. Proceed to the RH side, install the screws, flat washers and nuts that were set aside from step 10. Using the (x4) holes on the tray as a reference, attach the hardware to the angle support bracket. Tighten up hardware finger tight.
 21. Adjust the radio tray so that the measurement is at 18.03" from the outer edges of the mount bracket that attaches to the enclosure rails. Then proceed to tighten all hardware.
 22. Once the tray is complete and the tray functions properly, prepare to re-install inside of the electrical enclosure.
 23. Install the tray back into the electrical enclosure at the same location as before. **See measurements from Figure 2.**
 24. Install the (x4) screws, flat washers and hex nuts to mount the tray per side into the electrical enclosure set aside from step 6. Tighten hardware.
 25. Connect all electrical that was disconnected when the tray was removed. Connect and secure all electrical with ty-raps.
 26. Function tray to ensure that tray functions correctly.
 27. Proceed to the next tray. Follow steps 5 – 26 to remove and install new sliders and mount brackets on tray.
 28. Proceed to the top tray. Follow steps 5 – 15 to install the LH Locking slider (**NF PN: 302528**)

- to the angle support and the mounting bracket (**NF PN: 302626**) for the LH side.
29. Next, proceed to repeat steps 11 – 15 to install the RH W/O locking slider (**NF PN: 302568**) to the angle support and the mounting bracket (**NF PN: 310320**) for the RH side. For this mount bracket, apply channel cover around notch. Apply tape and trim around slider base as required. **See Figure 4c & 8.**
30. Proceed to steps 17 – 26 to complete installation of the top tray.
31. Proceed to the bottom tray.
32. Repeat steps 5 – 9 to remove the bottom tray from the enclosure.
33. On the tray assembly, remove the (x4) screws, flat washers & locknuts used to secure the slider and angle support bracket to the tray. Typical both sides. **Note:** Save mounting hardware to re-install new slider with the angle support to the tray. Drill (0.199" diameter holes) [x4] to remove the rivets that secure the slider to the angle support bracket. Re-use the angle support bracket to mount the new slider.
34. Starting on the LH locking slider (**NF PN: 302528**), separate the slider so that the outer shell is attached to the mount bracket that will be attached to the enclosure rails. The inside of the slider (with the mechanism and ball bearings) will be attached to the angle support bracket that was disassembled to be used on the install.
35. Prepare to attach the outer shell of the slider to the mounting support bracket (**NF PN: 302863**). Mount the slider with holes that are pre-drilled in the slider to match up with the (x3) holes (0.261" diameter) in the mounting bracket (**NF PN: 302863**). The forward edge of the slider will be flush with the mount bracket. Install (x3) rivets (**NF PN: 51R04009**) into the outer slider and the mounting bracket (**NF PN: 302863**). [Holes may need to be reamed out to install rivets]. Crimp rivets in place and remove all sharp edges/surfaces on the rivet head. ***Note:** Ensure that no filings/residue get into the bearing section of the slider. Cover as required. **See Figure 4 & 5.**
36. Attach the other section of the slider to the angle support bracket. The angle support bracket will be used for both sides (3 holes used for one side and the 3 remaining holes will be used for the other side).
37. Install (x3) rivets (**NF PN: 51R04009**) into the inside section of the slider to the angle support bracket. Mark the existing holes in slider; line up flush with forward edge of the bracket. New holes maybe required. Drill the holes to 0.261" diameter. **Note:** Ensure that no filings/residue

- get into the bearing section of the slider. Cover as required. **See Figure 3 & 14.**
38. The forward edge of the slider and the angle support bracket will be flush. Crimp rivets in place and remove all sharp edges/surfaces on the rivet head.
 39. Repeat steps 31 – 35 to install the RH W/O locking slider (**NF PN: 302568**) to the angle support and the mounting bracket (**NF PN: 302815**) for the RH side. **See Figure 3, 4, 6, 7, 9, 10, 11, 12 & 14.**
 40. Attach the slider with angle support to the mount bracket for both sides. Prepare to install both the LH & RH slider with brackets to the radio tray base plate.
 41. Align both sides with the tray. The measurement between the outside edges of the mount bracket should be 18.03" when assembled together. **See Figure 7.**
 42. Starting on the LH side, install the screws, flat washers and nuts that were set aside from step 31. Using the (x4) holes on the tray as a reference, attach the hardware to the angle support bracket. Tighten up hardware finger tight.
 43. Proceed to the RH side, install the screws, flat washers and nuts that were set aside from step 31. Using the (x4) holes on the tray as a reference, attach the hardware to the angle support bracket. Tighten up hardware finger tight.
 44. Adjust the radio tray so that the measurement is at 18.03" from the outer edges of the mount bracket that attaches to the enclosure rails. Then proceed to tighten all hardware.
 45. Once the tray is complete and the tray functions properly, prepare to re-install inside of the electrical enclosure.
 46. Install the tray back into the electrical enclosure at the same location as before. **See measurements from Figure 2.**
 47. Install the (x4) screws, flat washers and hex nuts to mount the tray per side into the electrical enclosure set aside from step 6. Typical both sides. Tighten hardware.
 48. Connect all electrical that was disconnected when the tray was removed. Connect and secure all electrical with ty-raps.
 49. Function tray to ensure that tray functions correctly.
 50. Gather all tools and remove debris from work area to return coach to service condition.
 51. Turn the main battery disconnect switch to the "ON" position.

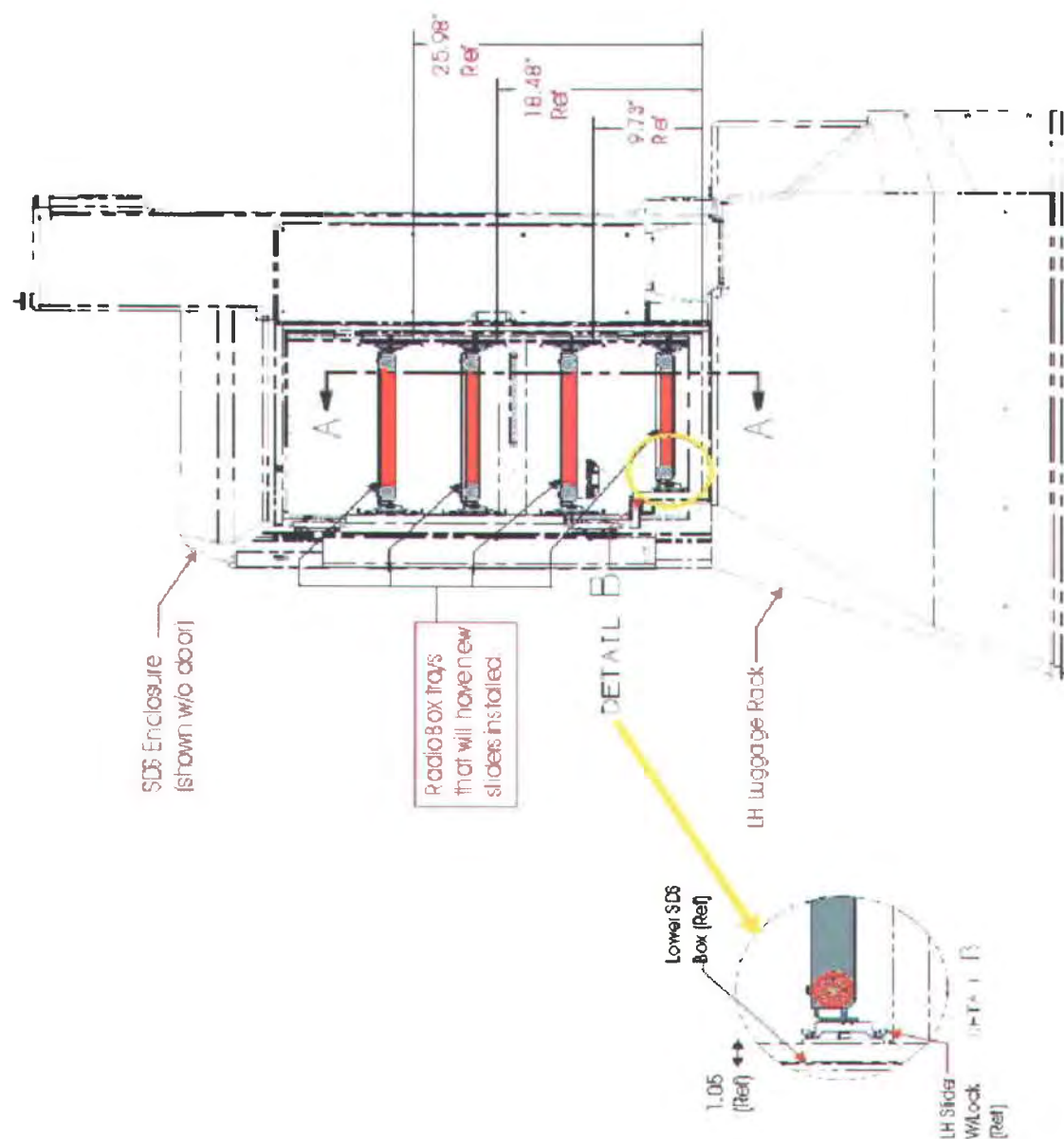
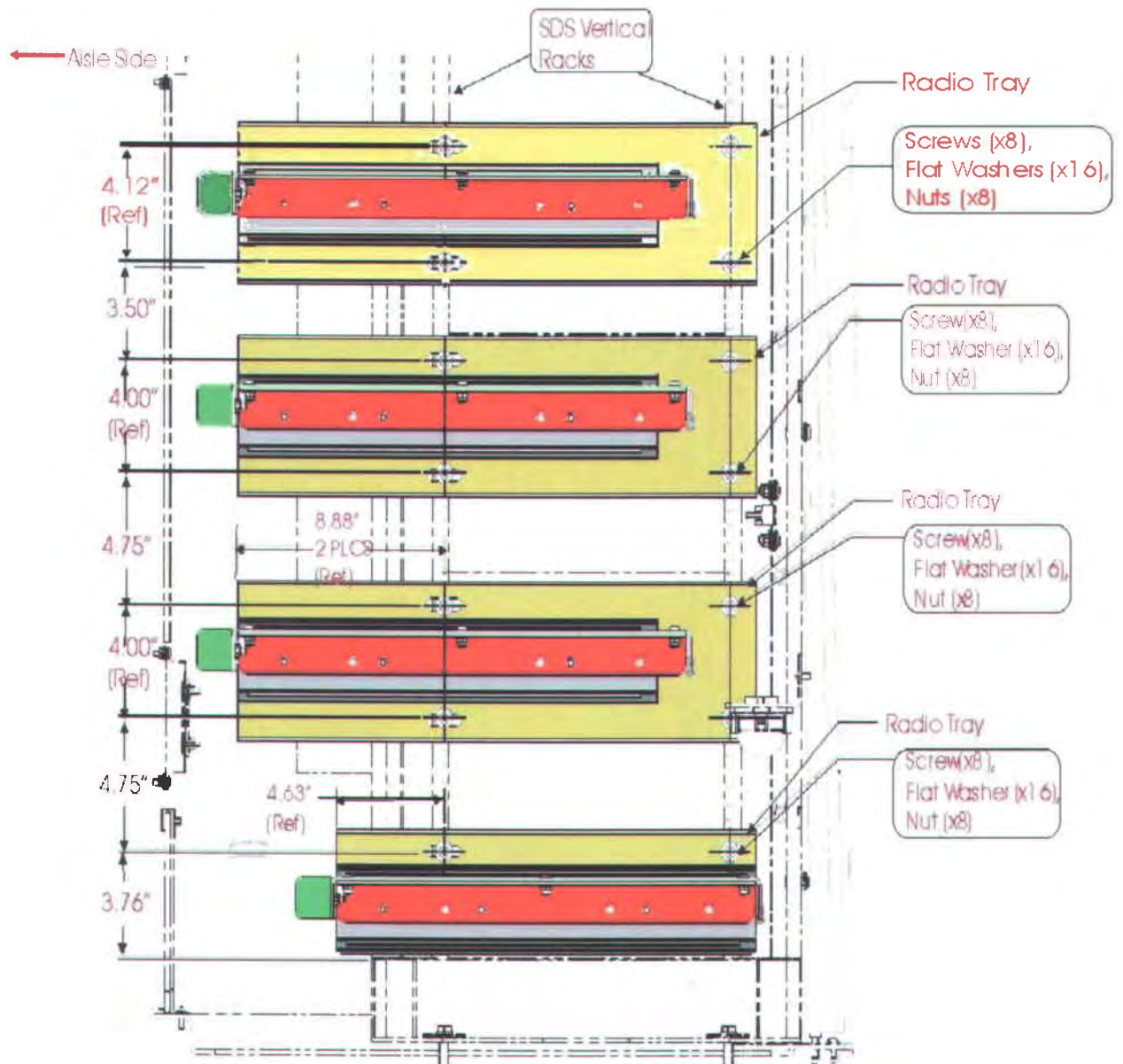


FIGURE 1: SHOWN VIEW OF THE LOCATION OF THE SDS ENCLOSURE ON THE LH LUGGAGE RACK. (X4) RADIO TRAYS THAT WILL REPLACE THE SLIDERS.



SECTION A

FIGURE 2: SHOWN SIDE VIEW OF THE INSTALLATION OF THE 4 TRAYS.
 ALSO SHOWN THE MOUNTING HARDWARE THAT SECURES THE TRAYS
 TO THE MOUNT RAILS IN SDS ENCLOSURE.



Angle Support Bracket
(used to mount inside of slider
to tray)

FIGURE 3: SHOWN VIEW OF THE ANGLE SUPPORT BRACKET THAT
WAS USED ON THE ORIGINALLY INSTALLATION (WILL BE USED ON NEW INSTALL).
INSIDE OF THE SLIDER WILL BE SECURED TO THIS BRACKET.

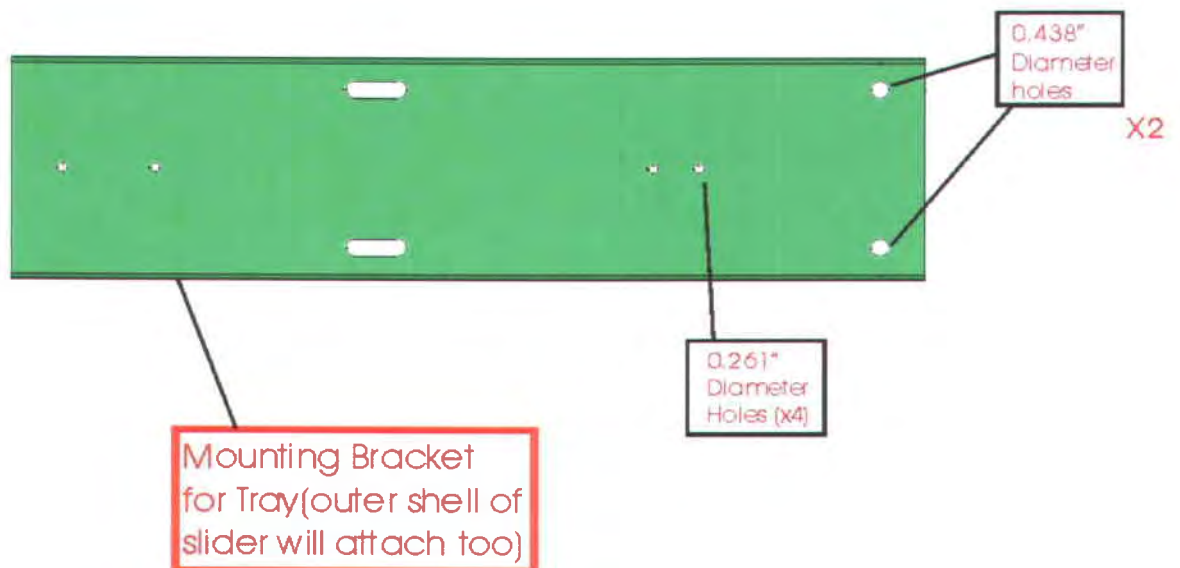


FIGURE 4: MOUNTING BRACKET (NF PN: 302626) IS USED TO
MOUNT THE OUTER SHELL OF THE SLIDER TOO. THIS MOUNTS
TO THE RAILS INSIDE OF THE ELECTRICAL ENCLOSURE.

LH Bracket Mounting (NF PN: 302863)
for the smaller radio tray.

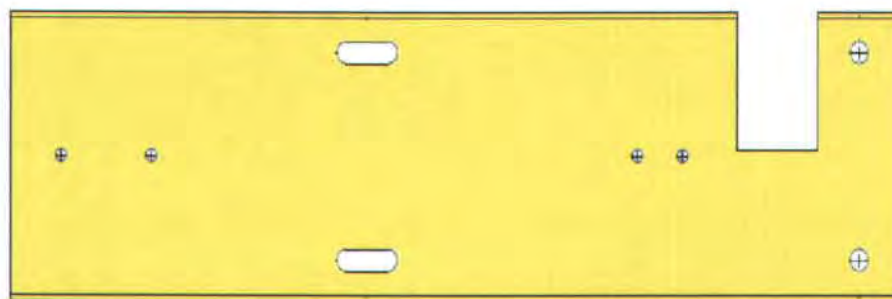


FIGURE 4A (CONT'D): MOUNTING BRACKET LH (NF PN: 302863) IS
USED TO MOUNT THE OUTER SHELL OF THE SLIDER ON TO THE SMALLER TRAY.
THIS MOUNTS TO THE RAILS INSIDE OF THE SDS ENCLOSURE.

RH Mounting Bracket (NF PN: 302815)
for the smaller radio tray.



FIGURE 4B (CONT'D): MOUNTING BRACKET RH (NF PN: 302815) IS
USED TO MOUNT THE OUTER SHELL OF THE SLIDER ON TO THE SMALLER TRAY.
THIS MOUNTS TO THE RAILS INSIDE OF THE SDS ENCLOSURE.



Bracket - Mtg, SDS Tray Notched
(NF PN: 310320) is for the RH slider.
This is for the top tray in the radio box.

FIGURE 4C (CONT'D): MOUNTING BRACKET RH (NF PN: 310320) IS
USED TO MOUNT THE OUTER SHELL OF THE SLIDER ON TO THE TOP TRAY.
THIS MOUNTS TO THE RAILS INSIDE OF THE SDS ENCLOSURE.

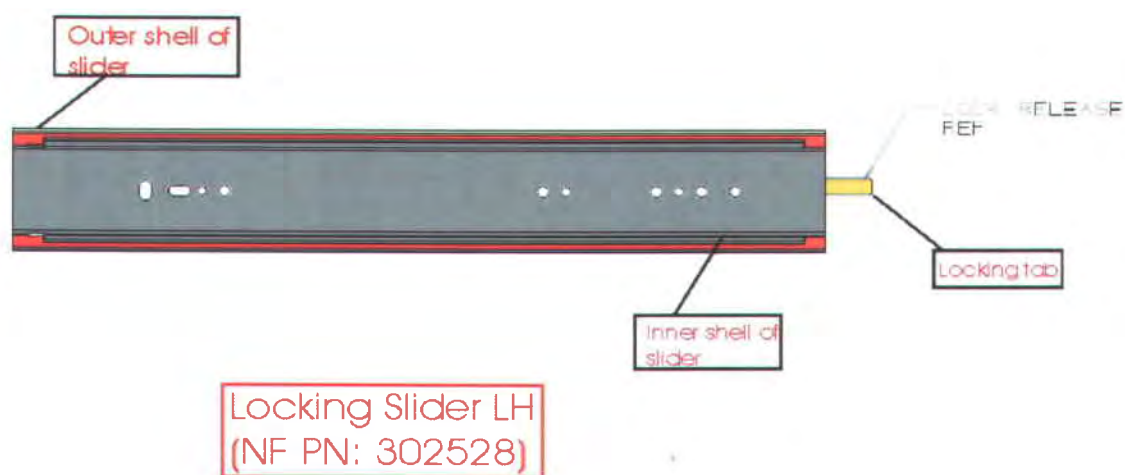


FIGURE 5: SHOWN VIEW OF THE LH LOCKING SLIDER (NF PN: 302528).
THE SLIDER HAS AN INNER & OUTER SHELL.

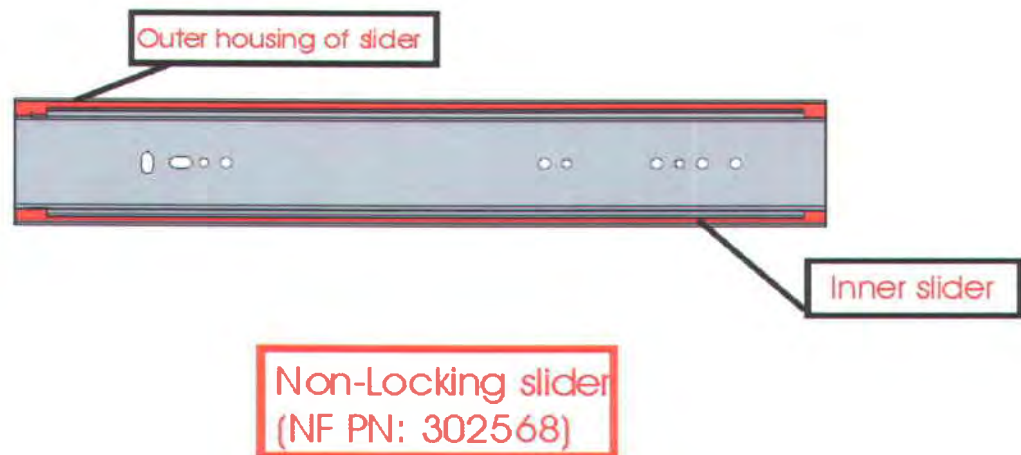


FIGURE 6: SHOWN VIEW OF THE RH W/O LOCKING SLIDER (NF PN: 302568).

THE SLIDER HAS AN INNER & OUTER SHELL.

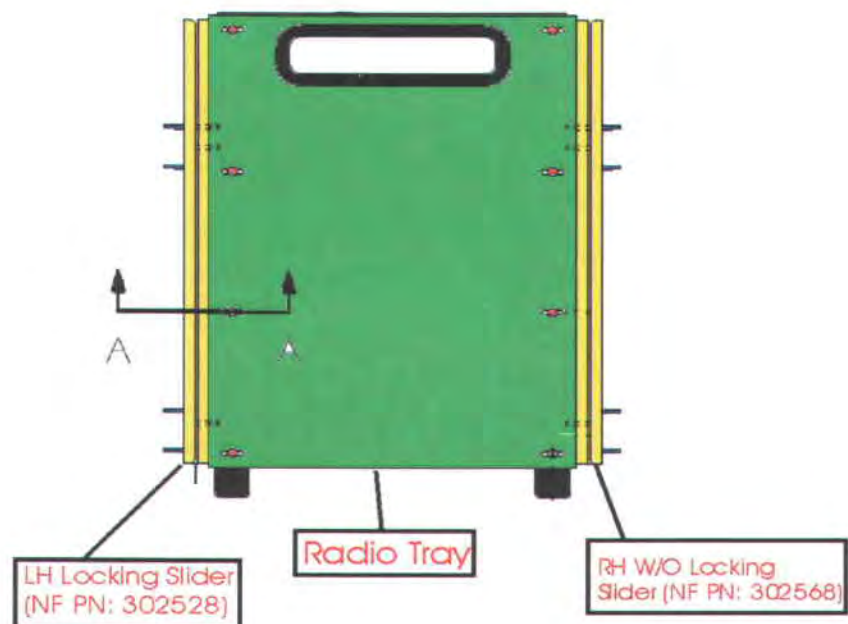
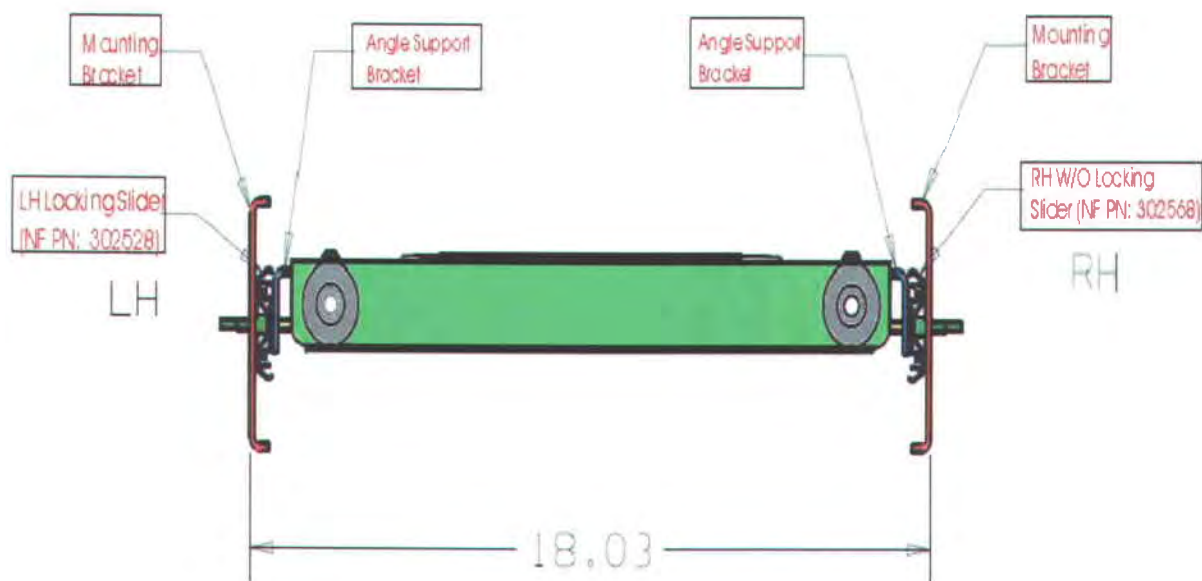
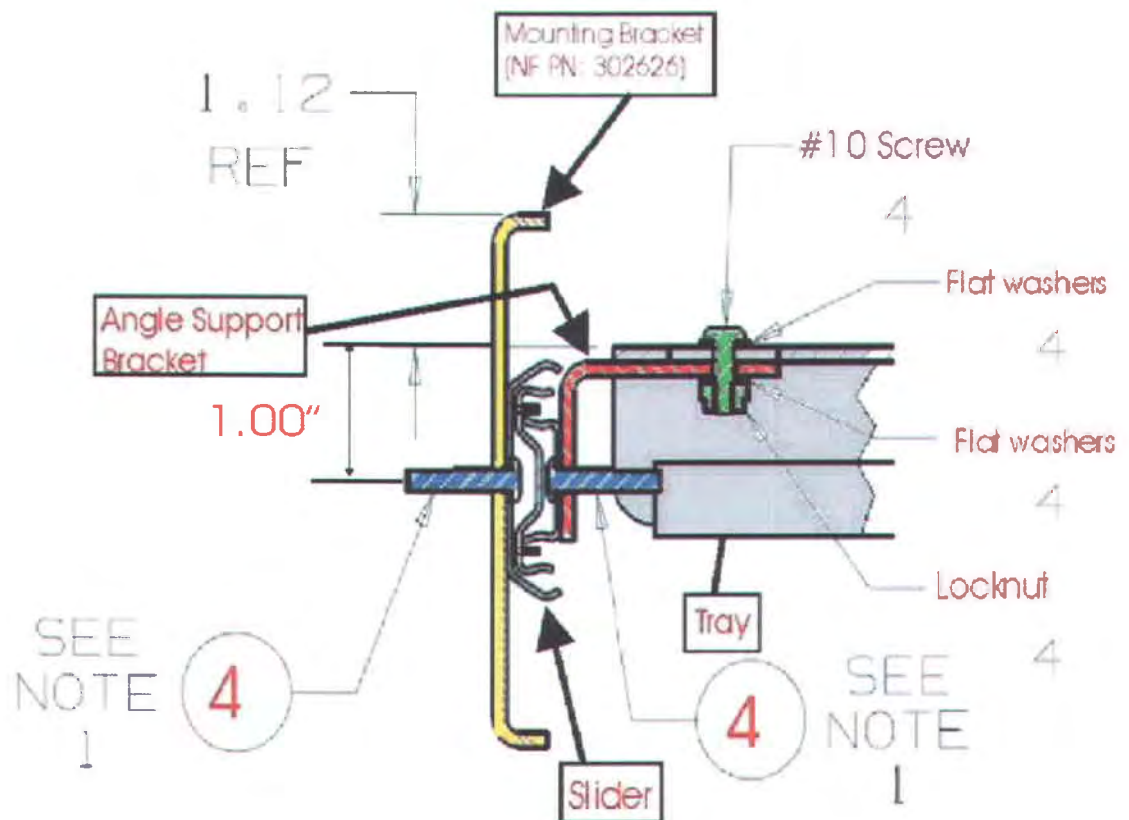


FIGURE 7: SHOWN VIEW OF THE RADIO TRAY . BOTH
LH & RH SLIDERS ARE ATTACHED TO THE TRAY.



**FIGURE 7A (CONT'D): SHOWN FRONT VIEW OF THE RADIO TRAY WITH
ALL PARTS ATTACHED.**



Note 1: Mark the existing holes in sliders (Item # 2 & 3) which correspond to the mounting bracket and angle support bracket. Then re-drill the holes in sliders to 0.261" diameter prior to installing rivets (Item # 4).

FIGURE 7B (CONT'D): SHOWN SIDE VIEW OF THE TRAY BASE PLATE WITH THE SLIDER ATTACHED TO THE ANGLE SUPPORT BRACKET AND THE MOUNTING BRACKET.

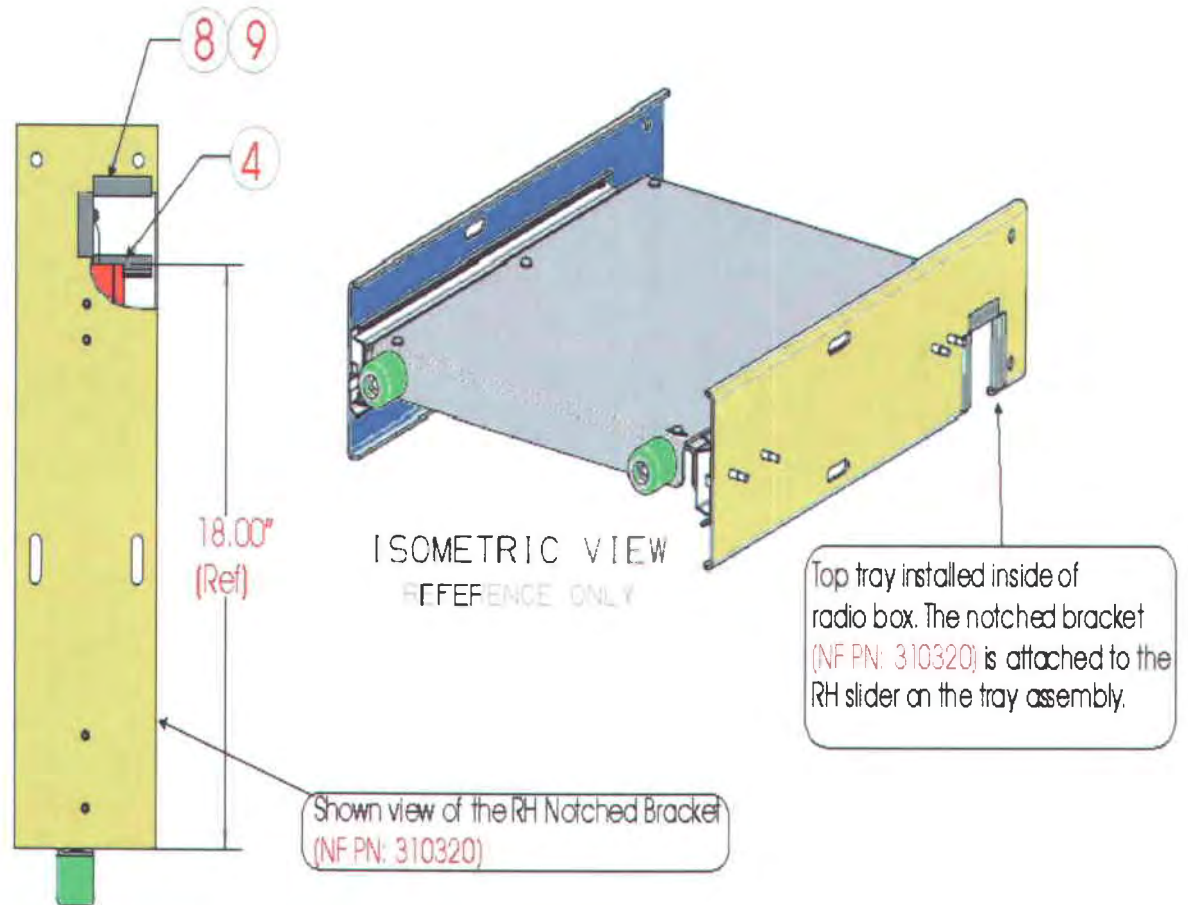


FIGURE 8: SHOWN VIEW OF THE TOP TRAY ASSEMBLED WITH THE NEW SLIDERS. THIS IS SIMILAR INSTALL TO THE MIDDLE (X2) TRAYS BUT THE DIFFERENCE IS THAT THERE IS A DIFFERENT BRACKET (WITH NOTCH) FOR THE RH SLIDER. ON THE BRACKET (NF PN: 310320), CHANNEL COVER AND TAPE IS ADDED AROUND THE NOTCH AREA TO PREVENT ELECTRICAL HARNESS FROM RUBBING ONCE INSTALLED IN THE RADIO BOX.

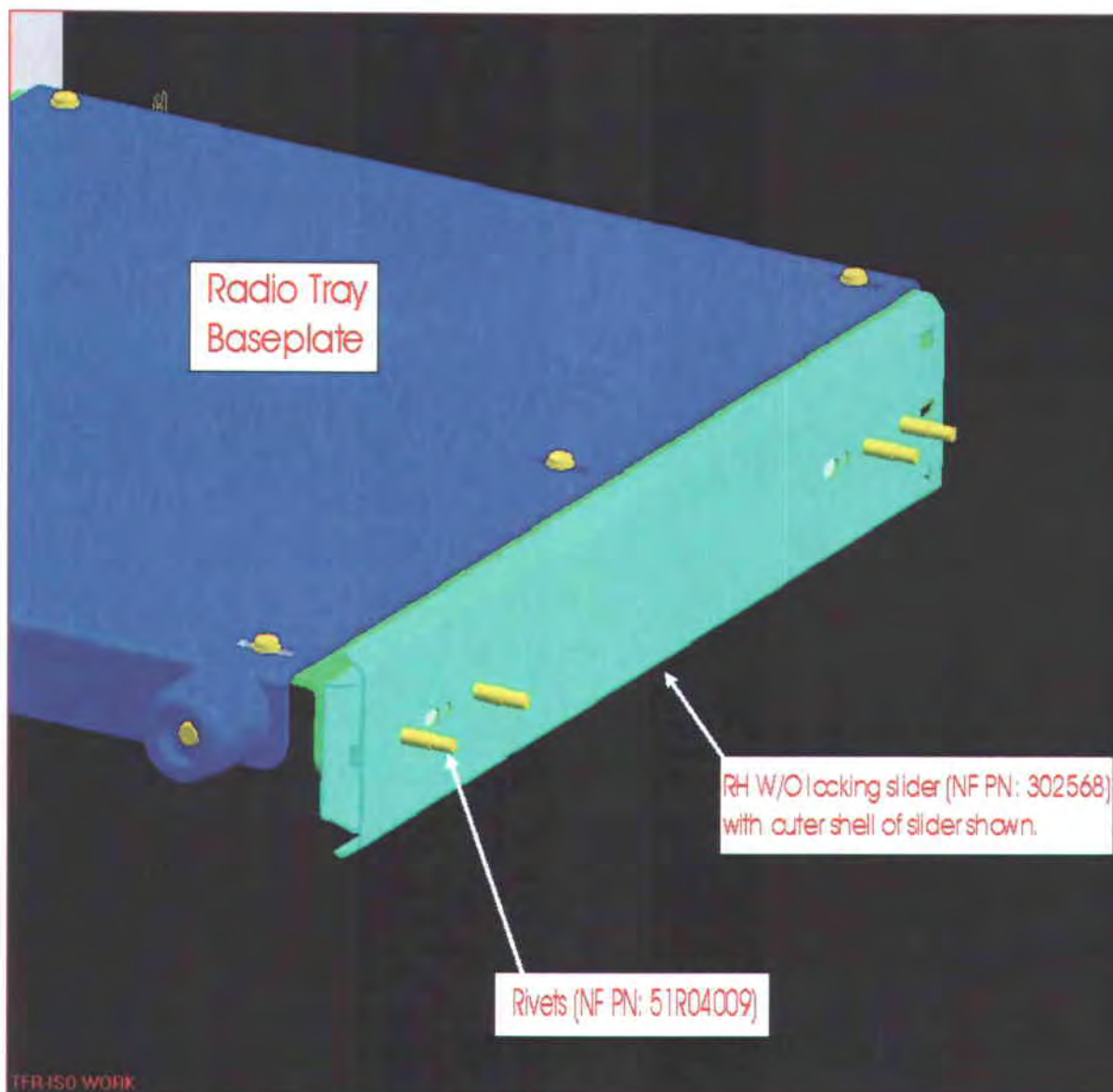


FIGURE 9: VIEW SHOWN OF THE RH W/O LOCKING SLIDER (NF PN: 302568)
INSTALLED TO THE INSIDE OF THE SLIDER TO THE ANGLE SUPPORT BRACKET THAT
IS SECURED DOWN TO THE TRAY BY SCREWS.

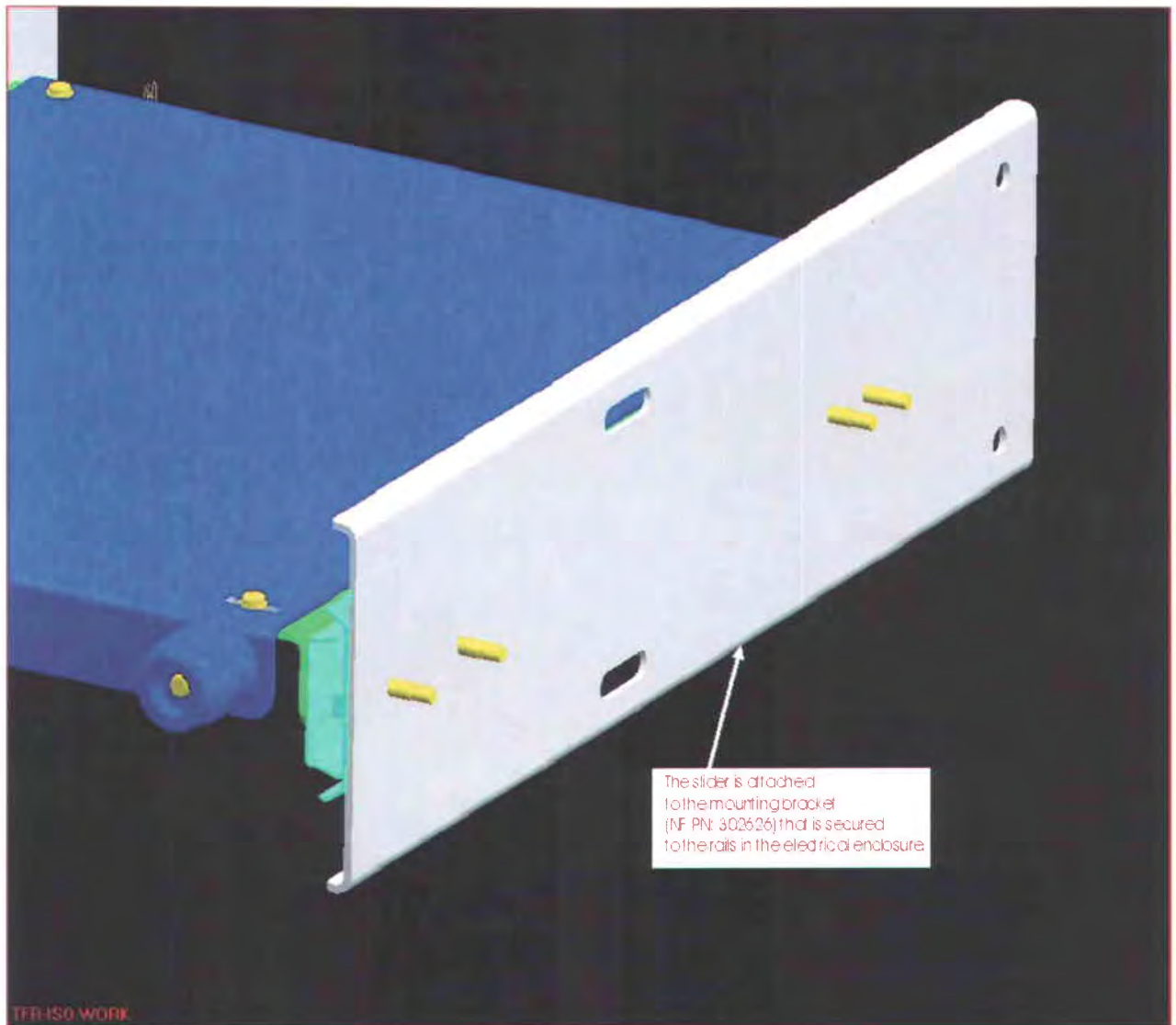


FIGURE 10: SHOWN VIEW OF THE SLIDER ATTACHED TO THE MOUNTING BRACKET (NF PN: 302626) WHICH SECURES TO THE RAILS IN THE ELECTRICAL ENCLOSURE.

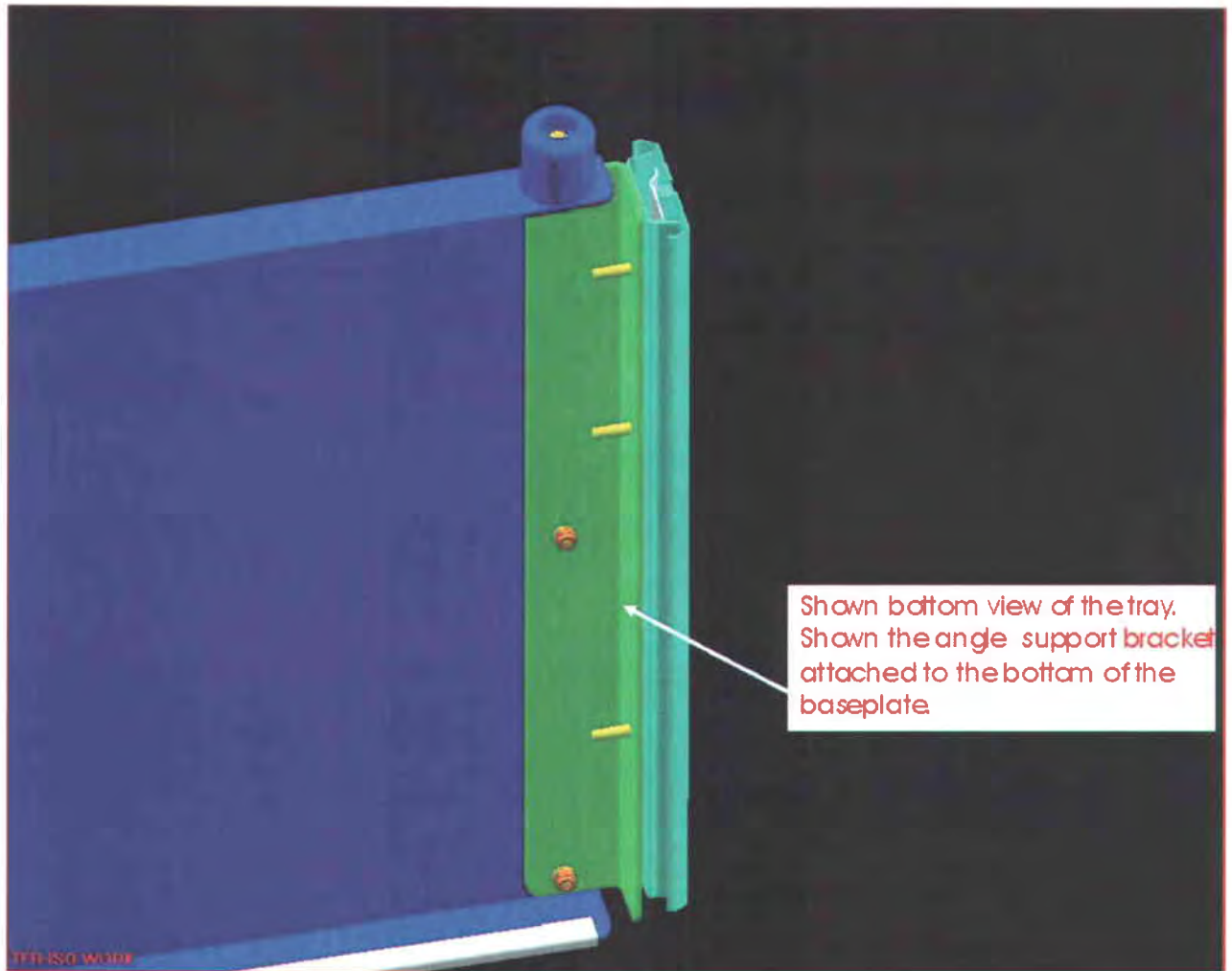
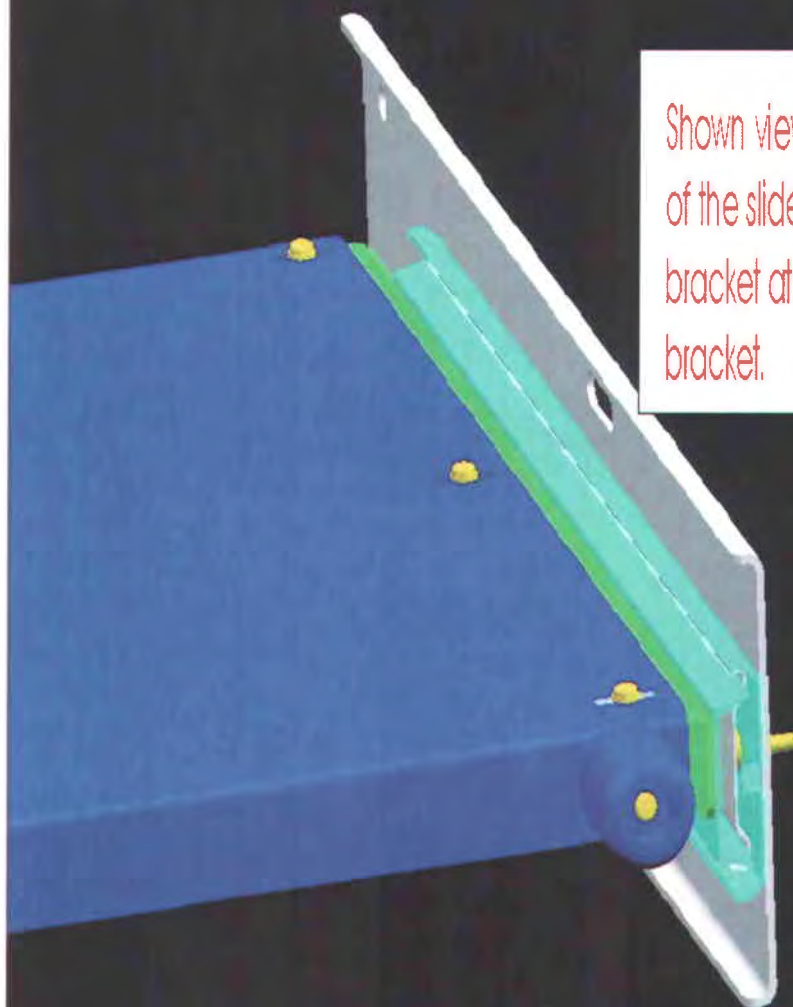


FIGURE 11: SHOWN BOTTOM VIEW OF THE TRAY. SLIDER IS
ATTACHED TO THE ANGLE SUPPORT BRACKET WHICH IS ATTACHED
TO THE BOTTOM OF THE BASEPLATE.



Shown view of the complete installation of the slider with the angle support bracket attached with the mounting bracket.

TFR ISO WORK

FIGURE 12: SHOWN VIEW OF THE COMPLETE INSTALLATION INCLUDING THE SLIDER, ANGLE SUPPORT BRACKET AND MOUNTING BRACKET.

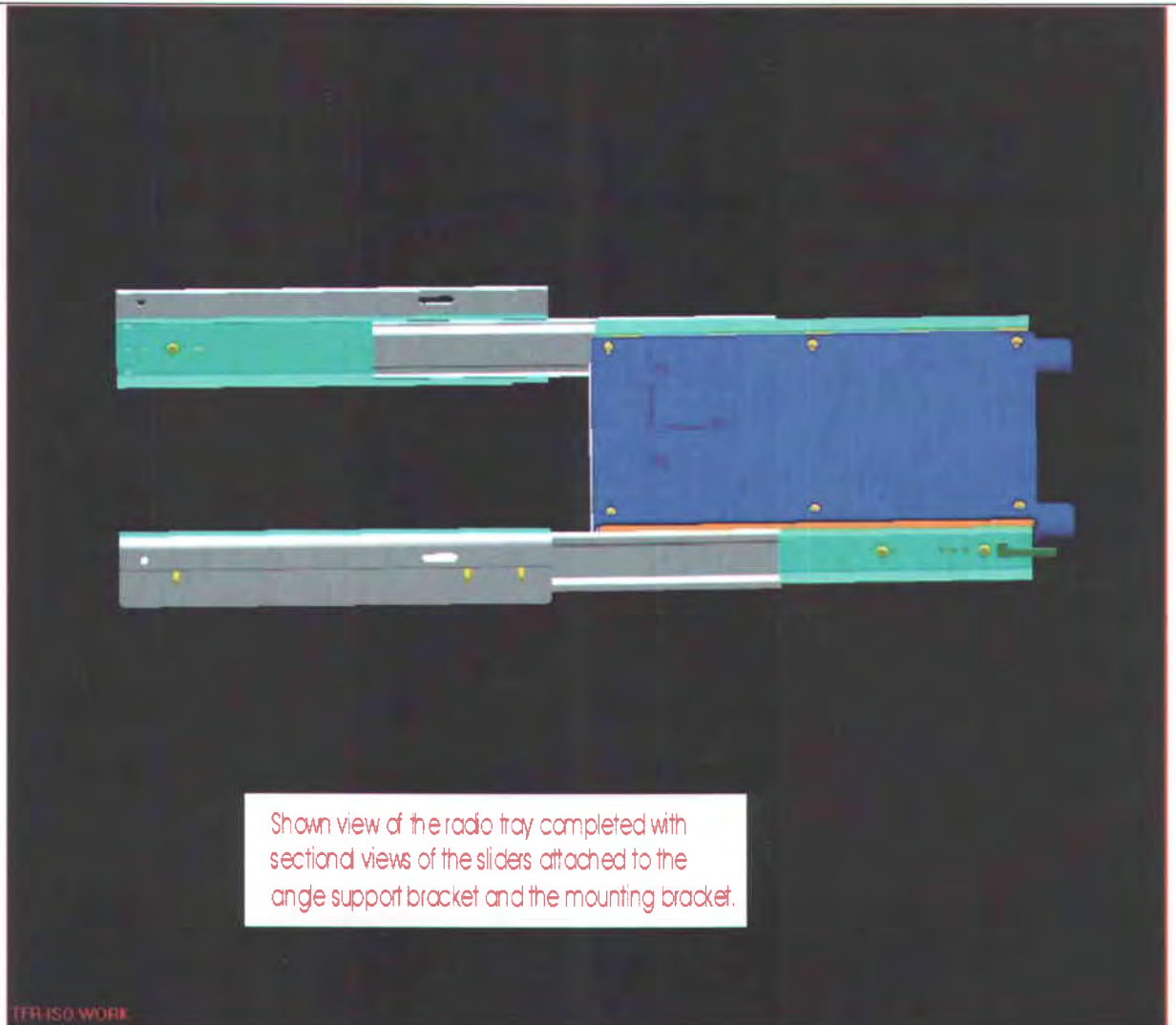


FIGURE 13: SHOWN VIEW OF COMPLETED TRAY.

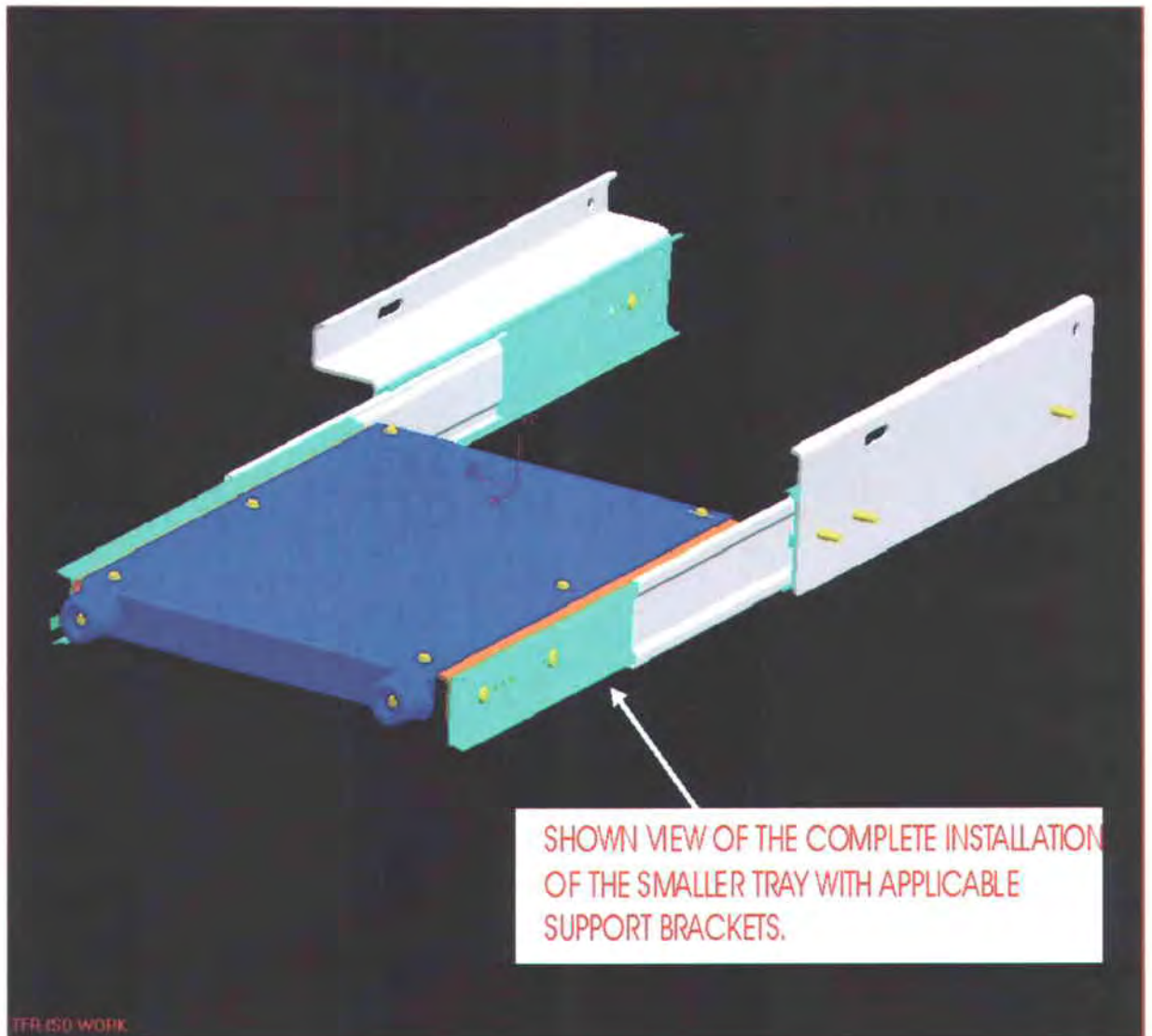


FIGURE 14: VIEW OF THE COMPLETED SMALLER TRAY.

LABOUR ESTIMATE

	Operation	Men	Hours	Labour Time M X HR
1	Remove/replace sliders on radio trays.	1	4.0	4.0

PARTS REQUIRED

Item	Part Number	Description	Qty. per Coach	Units	Notes
1	302863	BRACKET – MOUNTING TRAY, SDS LH	1	EA	
2	302815	BRACKET – MOUNTING TRAY, SDS RH	1	EA	
3	302528	SLIDER – RADIO BOX LH	4	EA	
4	302568	SLIDER – RADIO BOX	4	EA	
5	51R04009	RIVET – MONO 1/4" S.S	54	EA	
6	302626	BRACKET – MOUNTING, SDS TRAY	5	EA	
7	310320	BRACKET – MTG, SDS TRAY NOTCHED	1	EA	
8	112146	CHANNEL COVER	0.5	FT	
9	9210276	B.S. TAPE – ADHESIVE TRANSF	0.5	FT	



CHICAGO TRANSIT AUTHORITY

567 West Lake Street
Chicago, Illinois 60661-1498
TEL 312 664-7200
www.transitchicago.com

Date: June 7, 2012

ADDENDUM #1

Subject: Requisition No. **C12FR101208860**- Definite-Delivery Contract for all Labor and Material for complete "Turnkey" Overhaul for up to Four Hundred Twenty-Nine (429), 1000 Series New Flyer Buses, with a Minimum Overhaul Quantity of Two Hundred Twenty-Five (225), 1000 Series New Flyer Buses.

We are enclosing Addendum No. 1 for the subject requisition:

The Pre-Bid meeting was scheduled for Thursday June 28, 2012 at 9:30 a.m. has been changed to Thursday, July 5, 2012, 10:00 a.m., local Chicago time.

Please acknowledge receipt of Addendum No. 1 on the Proposal page titled, To Be Executed by a Corporation; Sole Proprietor; or Partnership or Joint Venture, as appropriate, in the boxed space provided at the top of the respective page. Failure to acknowledge receipt of the addendum may cause your bid to be non-responsive.

If you have any questions, please contact Mr. Richard Kurek of my office at (312) 681-2469.

Sincerely,

David Johnson
General Manager, Purchasing

cc: M. Popovic
R. Brokvist
K. Brosnan
Contract File (C12FR101208860)



PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENTS FOR
A DEFINITE-DELIVERY CONTRACT FOR ALL LABOR AND MATERIAL
FOR COMPLETE "TURNKEY" OVERHAUL FOR UP TO FOUR HUNDRED
TWENTY-NINE [429] ,1000 SERIES NEW FLYER BUSES, WITH A
MINIMUM OVERHAUL QUANTITY OF TWO HUNDRED TWENTY-FIVE
[225], 1000 SERIES NEW FLYER BUSES.

REQUISITION NO.: C12FR101208860 SPECIFICATION NO's.: See Attached
Listing (11 Specifications)
ATTACHMENTS: YES PROJECT NO.: Not yet determined
INSURANCE REQUIRED: YES BID DEPOSIT AMOUNT: N/A

INFORMATION:

Senior Procurement Administrator: Richard A. Kurek

Phone Number: (312) 681-2469

E-mail address: rkurek@transitchicago.com

BID PACKAGES TO BE RETURNED TO:

By Mail or In Person Drop-off

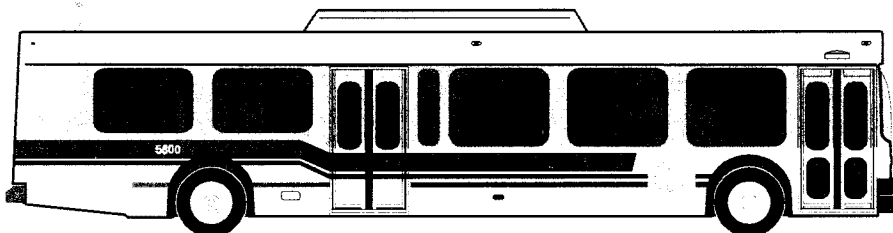
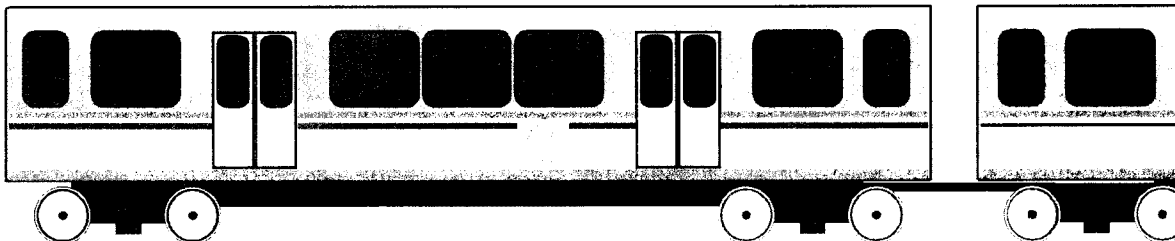
Chicago Transit Authority

Bid Office - 2nd Floor

567 West 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

PROCUREMENT DETAIL SPECIFICATIONS

<u>Specification №</u>	<u>Description</u>
CTA 9985-12	Master Specification for Overhaul Kits 1000 thru 1429 Series Buses
CTA 1060-10	Replacement Diesel Engine Packages; Cummins Recon Brand
CTA 5396- 10	Rebuilding ZF-Drive Transmissions
CTA 7958-12	Rebuild Service for C.E. Niehoff Alternators
CTA 4745-07 (R10)	Hose, Silicone Rubber: Radiator, Heater
CTA 137-09	Antifreeze, engine: Ethylene Glycol, Inhibited, 50/50 Pre-Mixed
CTA 2921-11	Oil; Crankcase, Internal Combustion Engine
CTA 1036-12	Automatic Transmission Fluid; Synthetic
CTA 2142-07A(R11)	Hydraulic Fluid; Vehicle Transmission or Power Steering Applications
CTA 0022-11	Mineral and Synthetic Based Grease: Multipurpose, Automotive, EP2
CTA 399-07(R12)	Hydraulic Fluid-Aviation Wheelchair Lifts

READ THIS PAGE BEFORE FILLING OUT BID PACKAGE

DOCUMENT PREPARATION

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 the Proposal Execution page:

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

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.

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

CONTRACT FOR SUPPLIES REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

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

1. DEFINITIONS:

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

2. COMPLIANCE WITH LAWS:

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

3. BID DEPOSIT:

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

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

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

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

4. PREPARATION OF BID:

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

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

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

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

A "Partnership," "Joint-Venture" or "Sole Proprietor" operating under an Assumed Name must be registered with the Illinois County in which located, as provided in the Assumed Business Name Act, 805 ILCS 405 et seq., as amended.

ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC

5. SUBMISSION OF BIDS:

All prospective bidders shall submit **ONE (1) SEALED BID** in the envelope provided for that purpose to the CHICAGO TRANSIT AUTHORITY, Bid Office – 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 | 6. Bid and Signature and Acceptance forms |
| 2. Special Conditions | 7. Advertisement for Bids |
| 3. Plans and Drawings, if any | 8. Instructions to Bidders |
| 4. Detailed Specifications | 9. Bond, if required |
| 5. Standard Requirements of State and Federal Government, if any | 10. Insurance, if required |

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

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

19. NOTICE:

All communications and notices provided herein shall be in writing, delivered personally or by mail, to the name and address of the accepted bidder as provided on the signature page of the bid hereof, or to the Chicago Transit Authority. Attention, Purchasing Agent. 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. INDEMNIFICATION:

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

4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS:

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

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

5. GUARANTEES AND WARRANTIES:

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

6. DELIVERY:

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

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

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

7. DEMURRAGE AND RE-SPOTTING:

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

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

8. MATERIALS INSPECTION AND RESPONSIBILITY:

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

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

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

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

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

9. ORDER OF PRECEDENCE OF BEST PRICE:

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

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

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

10. PAYMENT:

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

11. CASH BILLING DISCOUNT:

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

12. INVOICES:

Invoices must be sent to the Chicago Transit Authority, 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: C12FR101208860**

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 can compete fairly for contracts financed **in whole or in part with federal funds**.
- B. The Authority has established the following DBE participation goal for this project:

Disadvantaged Business Enterprise Goal: 7%

- 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, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **“Subcontinent Asian Americans”**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
6. **“Women”**
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

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

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 Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which these reporting will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1) The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

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>.

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

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

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

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VII. Ownership of the Joint Venture *(continued)*:

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

1. Sharing of profit and loss: _____

2. Capital contributions:

(a) Dollar amounts of initial contribution: _____

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

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

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

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

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

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

A. Joint venture check signing:

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

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

1. Supervision of field operations:

2. Major purchases:

3. Estimating:

4. Engineering:

IX. Financial Controls of Joint Venture:

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

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

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

- 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.

[illegible]

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:

[illegible]

Sub (or Grand) Total: \$ _____

SPECIFY ANNUALLY or TOTAL VALUE

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 ANY DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE ATTACHED TO THIS SCHEDULE.

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

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

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

Name/Title (Print)

Date

Phone

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

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

Name/Title (Print)

Date

Phone

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

(Name of DBE company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule D: DBE UTILIZATION PLAN

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

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

State of _____

County (City) of _____

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

_____ and duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

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

[illegible]

Total Dollar Amount for All DBE Contracts Listed Above: \$ _____
SPECIFY ANNUALLY or TOTAL VALUE

**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

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

<p>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</p> <ul style="list-style-type: none"> • Business Development 	<p>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</p> <ul style="list-style-type: none"> • Business Development
<p>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</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>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</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>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</p> <ul style="list-style-type: none"> • Business Development 	<p>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</p> <ul style="list-style-type: none"> • Business Development
<p>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</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>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.ihccbuisness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

<p>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</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Women's Business Development Center (WBDC) 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Contact: Freida Curry Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fcurry@wbdc.org Website: www.wbdc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
---	--

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

<p>Chicago Transit Authority Project Information c/o Marina Popovic Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Phone: (312) 681-2400 Fax: (312) 681-2405 E-mail: mpopovic@transitchicago.com</p>	<p>Chicago Transit Authority DBE Directory c/o Gloria M. Camarena Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Phone: (312) 681-2600 Fax: (312) 681-2605 E-mail: gcamarena@transitchicago.com</p>
--	--

INSTRUCTION SHEET ON COUNTING PROPOSED DBE PARTICIPATION & PROPERLY COMPLETING DBE SCHEDULES C & D

FOR CREDIT TOWARD THE DBE CONTRACT GOAL, COUNT ONLY:

- PARTICIPATION by DBEs certified by the Illinois Unified Certification Program (IL UCP)
- PARTICIPATION by DBEs within their IL UCP certified Area of Expertise
- PARTICIPATION by DBEs directly related to this procurement/proposal

REFER TO:

- Bid Document/Contract Document --
 - Special Conditions, Disadvantaged Business Enterprise Commitment, IV. Counting DBE Participation Toward the Contract Goal; and
- USDOT Regulations --
 - 49 CFR Part 26.55- How is DBE participation counted toward goals?

Schedules C and D are reviewed to evaluate and determine DBE credit for proposed DBE participation. The information provided must be in agreement between Schedule C and D. The **Schedules must be completely filled out** and the **Description of Work must be detailed**. See Schedule C and Schedule D Checklists.

EXAMPLES:

If an electrical subcontractor is a DBE Participant, the description of work should include more than "Electrical" or "Electrical Work". The description should be inclusive of the entire scope of the distinct subcontracted portion of work that the firm will be performing, e.g. "Furnish labor, material and equipment to install..." Identify what the firm is providing and/or provide description from the contract specifications.

If an architectural engineering subconsultant is a DBE Participant, the description of work should include more than "Engineering" or "Architectural Services". The description should be inclusive of the entire scope of the distinct subcontracted portion of work that the firm will be performing. Identify what the firm is providing and/or provide description from the contract specifications.

If a material supplier is a DBE Participant, the description of work should include more than "Electrical Material", "Plumbing Fixtures", etc. It should be specific and detailed as necessary to the actual activity taken by the DBE Participant, i.e. Furnish and Deliver to the Job Site.... Identify the material(s) and/or provide description from the contract specifications. Include quantities and unit prices when applicable.

If a trucking firm is a DBE Participant, the description of work should include more than "Trucking" or "Delivery". The description should include the origin, destination, and the items (as described in the specifications, if possible) to be hauled, trucked, or delivered.

The description of the DBE's proposed subcontracted portion of work must be clearly defined in detail so as to determine whether the DBE firm is performing a commercially useful function as per USDOT Regulation 49 CFR 26.55 (c):

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining

**INSTRUCTION SHEET ON COUNTING PROPOSED DBE PARTICIPATION
&
PROPERLY COMPLETING DBE SCHEDULES C & D (cont.)**

quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

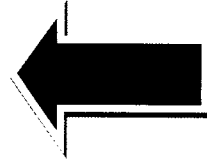
(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

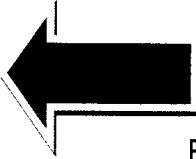
(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.



[NAME OF PROJECT/CONTRACT]



REQUISITION NO.: L##LL#####



SPECIFICATION NO.: CTA ####

DRAWING NO.: None

PROJECT NO.: ###

INSURANCE REQUIRED: None

BID DEPOSIT AMOUNT: None

INFORMATION:

Procurement Administrator:

Phone Number:

BID PACKAGES TO BE RETURNED TO:

In Person Drop-off or Delivery Service

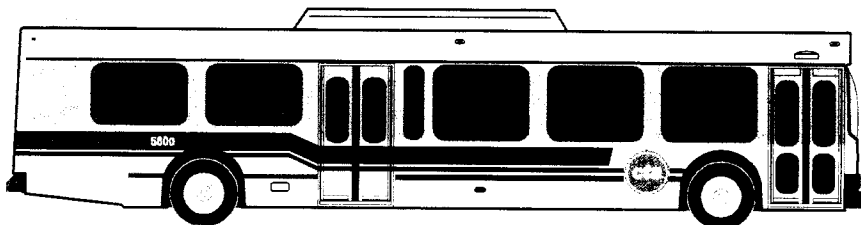
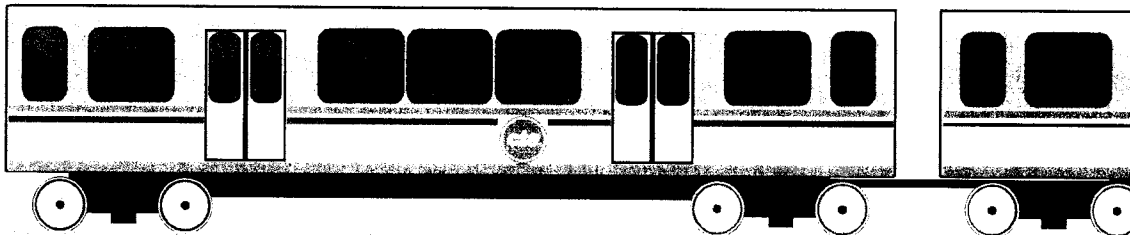
Chicago Transit Authority

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

P.O. Box 7560, Chicago, IL 60661-1498

Marina Popovic, Vice President, Purchasing

Forrest Claypool, President

Terry Peterson, Chairman

DBE Schedule Checklist

Schedule C

Letter of Intent from DBE to Perform as Subcontractor, Supplier and/or Consultant

A completed and signed Schedule C consists of the following elements:

- ☐ 1. Requisition/Contract Description
- ☐ 2. Requisition/Contract No.
- ☐ 3. DBE Participant Company Name
- ☐ 4. Bidder/Prime Contractor Company Name
- ☐ 5. Date of IL UCP DBE Certification Letter
- ☐ 6. Description/Type of Work (In Detail) (SEE ATTACHED INSTRUCTION SHEET)
- ☐ 7. Quantity/Unit Price, if Applicable
- ☐ 8. Dollar Amount of DBE Contract (Lump Sum Amount for Work or Extended Price for individual Quantity/Unit Price Items) **NOTE: Specify amount Annually or Total Value**
- ☐ 9. (Sub or Grand) Total of above Lump Sum Amount(s) and/or Extended Price(s)
- ☐ 10. Phase (if Applicable) in Which Above-Described Work Will Be Performed

Sub-Contracting Levels

- ☐ 11. % * of the dollar amount of the DBE's subcontract will be sublet to non-DBE contractors.
- ☐ 12. % * of the dollar amount of the DBE's subcontract will be sublet to DBE contractors.

- * *This is to disclose the % of above-named DBE participant's work to be further subcontracted to others (DBE or non-DBE), not the DBE Participant's % of work on the Bidder's/Prime Contractor's bid/contract.*
- * *% is to be filled in with a Zero (0) if the above-named DBE Participant will not be further subcontracting any of the work described in this Schedule C.*

- ☐ 13. Signature of Owner, President or Authorized Agent of DBE
- ☐ 14. Printed Name/Title of Owner, President or Authorized Agent of DBE
- ☐ 15. Date Signed
- ☐ 16. Phone Number of Owner, President or Authorized Agent of DBE

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

- ☐ 17. Signature of Owner, President or Authorized Agent of non-DBE
- ☐ 18. Printed Name/Title of Owner, President or Authorized Agent of non-DBE
- ☐ 19. Date Signed
- ☐ 20. Phone Number of Owner, President or Authorized Agent of non-DBE

- ☐ 21. Completed notarization for Signature of Owner, President or Authorized Agent of DBE Company

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: **1** See Front Page of Bid Document

Requisition No.: **2** See Front Page of Bid Document

Job Order No.: N/A

From: **3** DBE Participant Company Name
(Name of DBE Firm)

To: **4** Bidder/Prime Contractor Company Name 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 **5** Date of IL UCP DBE Certification Letter.

(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:

<u>Description/Type of Work (In Detail)</u>	<u>Quantity/Unit Price</u>	<u>Dollar Amount of DBE Contract</u>
6 <u>See Instruction Sheet</u>	7 <u>#/\$</u>	8 <u>Lump Sum or Extended Price</u>

Sub (or Grand) Total: \$ **9** Total of Above Amounts
(SPECIFY ANNUALLY or TOTAL VALUE)

Multi-Phase Project(s). For those projects that are multi-phase, please indicate the phase in which the

DBE will be performing work: **10** _____

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

Sub-Contracting Levels

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

% **12** 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 **ANY** 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.

13

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

14

Name/Title (Print)

15

Date

16

Phone

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

17

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

18

Name/Title (Print)

19

Date

20

Phone

21 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

DBE Schedule Checklist

Schedule D DBE Utilization Plan

A completed and signed Schedule D consists of the following elements:

- ☐ 1. Requisition/Contract Description
- ☐ 2. Requisition/Contract No.
- ☐ 3. State of
- ☐ 4. County (City) of
- ☐ 5. Title of Affiant (Bidder/Prime Contractor Duly Authorized Representative)
- ☐ 6. Bidder/Prime Contractor Company Name
- ☐ 7. DBE Participant(s) Company Name(s)
- ☐ 8. Description/Type of Work (In Detail) for Each DBE Participant (See Instruction Sheet)
- ☐ 9. Dollar Amount of Each DBE Contract (Sub or Grand) Total from each DBE's Schedule C)
- ☐ 10. Total Dollar Amount for All DBE Contracts Listed (Specify Annually/Total Value)
- ☐ 11. Printed or Typed Name of Person Designated as DBE Liaison Officer
- ☐ 12. Phone Number of Person Designated as DBE Liaison Officer
- ☐ 13. Printed or Typed Name of Bidder/Prime Contractor
- ☐ 14. Signature of Affiant
- ☐ 15. Printed or Typed Name and Title of Affiant
- ☐ 16. Date Signed
- ☐ 17. Completed notarization for Affiant of Bidder/Prime Contractor

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: 1 See Front Page of Bid Document

Requisition No.: 2 See Front Page of Bid Document

Job Order No.: _____ N/A

State of 3

County (City) of 4

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

5 Bidder/Prime Contractor Affiant Title _____ and duly authorized representative of _____
(Title of Affiant)

6 Bidder/Prime Contractor Company Name
(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

7 DBE Company Name **8** See Instruction Sheet **9** Total From DBE Schedule C

Total Dollar Amount for All DBE Contracts Listed Above: \$10 Total of Above Amounts
(SPECIFY ANNUALLY or TOTAL VALUE)

**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:

11

(Name - Please Print or Type)

12

(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.

13

(Name of Prime Contractor - Print or Type)

14

(Signature)

15

(Name and Title of Affiant - Print or Type)

16

(Date)

17 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

GUIDANCE CONCERNING GOOD FAITH EFFORTS (49 CFR – 26.53)

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.

- Attendance at a pre-bid meeting, if any, scheduled by the Authority to inform DBEs of subcontracting opportunities under a given solicitation.
- 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.
- Written notification to capable DBEs that their interest in the contract is solicited.
- Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
 - A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - A statement explaining why additional agreements with DBEs were not reached.
- For each DBE the bidder contacted but rejected as unqualified, the reason for the bidder's conclusion.
- Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the bidder or the Authority.
- Documentation of efforts to utilize the services of small business organizations, community and contractor groups to locate qualified DBEs.
- 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.
- 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.
- Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

STANDARD GOVERNMENT REQUIREMENTS FOR MATERIAL AND EQUIPMENT PURCHASES

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

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

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

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

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

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

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

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

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

K. PATENT RIGHTS

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

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

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

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

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

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

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

7. **Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in 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, as amended, 42 U.S.C. (7401 et seq.). The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA
9. **Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (4) dated October 1, 1997) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CHICAGO TRANSIT AUTHORITY IS A RECIPIENT OF FUNDS FROM THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA) AND IS REQUIRED TO ADHERE TO THE BUY AMERICA REQUIREMENTS SET FORTH BELOW. CTA **CANNOT** CONSIDER A BID THAT DOES NOT INCLUDE AN EXECUTED BUY AMERICA CERTIFICATE.

49 CFR PART 661
BUY AMERICA REQUIREMENTS
SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982, AS AMENDED

§661.1 Applicability

Unless otherwise noted, this part applies to all federally assisted procurements using funds authorized by the Urban Mass Transportation Act of 1964 as amended; 23 U.S.C. 103(e)(4); and section 14 of the National Capital Transportation Act of 1969, as amended.

§661.3 Definitions

ACT means the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424) as amended by section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17).

ADMINISTRATOR means the Administrator of FTA, or designee.

FTA means the Federal Transportation Administration.

GRANTEE means any entity that is a recipient of FTA funds.

MANUFACTURED PRODUCT means an item produced as a result of a manufacturing process.

MANUFACTURING PROCESS means the application of processes to alter the form or function of materials of elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from mere assembly of the elements or materials.

ROLLING STOCK means transit vehicles such as buses, vans, cars, railcars, trolley cars and buses, and ferry boats, as well as vehicles used for support services.

STURRA means the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. No. 100-17).

UNITED STATES means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

§661.5 General Requirements for steel and manufactured products

- (a) Except as provided in §661.7 and §661.11 of this part, no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
- (b) All steel manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All items or materials used in the product must be of United States origin.

- §661.6 Certification requirements for procurement of steel or manufactured products
If steel or manufactured products (as defined in §661.3 and §661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements contained in §661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

§661.7 Waivers

- (a) Section 165(b) of the Act provides that the general requirements of section 165(a) shall not apply in four specific instances. This section sets out the condition for the three statutory waivers based on public interest, non-availability, and price-differential. Section 661.11 of this part sets out the conditions for the fourth statutory waiver governing the procurement of rolling stock and associated equipment.
- (b) Under the provisions of section 165(b)(1) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that their application would be inconsistent with the public interest. In determining whether the conditions exist to grant this public interest waiver, the Administrator will consider all appropriate factors on a case-by-case basis, unless a general exception is specifically set out in this part.
- (c) Under the provision of section 165(b)(2) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
 - (1) It will be presumed that the conditions exist to grant this non-availability waiver if no responsive and responsible bid is received offering an item produced in the United States.
 - (2) In the case of a sole source procurement, the Administrator will grant this non-availability waiver only if the grantee provides sufficient information which indicates that the item to be procured is only available from a single source or that the item to be procured is not produced in sufficient and reasonably available quantities of a satisfactory quality in the United States.

- (d) Under the provision of section 165(b)(4) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the inclusion of a domestic item or domestic material will increase the cost of the contract between the grantee and its supplier of that item of material by more than 25 percent. The Administrator will grant this price-differential waiver if the amount of the lowest responsive and responsible bid offering the item or material that is not produced in the United States multiplied by 1.25 is less than the amount of the lowest responsive and responsible bid offering the item or material produced in the United States.
- (e) The four statutory waivers of section 165(b) of the Act as set out in this part shall be treated as being separate and distinct from each other.
- (f) The waivers described in paragraph (b) and (c) of this section may be granted for a component or subcomponent in the case of the procurement of the items governed by section 165(b)(3) of the Act (requirements for rolling stock). If a waiver is granted for a component or a subcomponent, that component or subcomponent will be considered to be of domestic origin for the purposes of §661.11 of this part.
- (g) The waivers described in paragraphs (b) and (c) of this section may be granted for a specific item or material that is used in the production of a manufactured product that is governed by the requirements of §661.5(d) of this part. If such a waiver is granted to such a specific item or material, that item or material will be treated as being of domestic origin.

§661.9 Application for Waivers

- (a) This section sets out the application procedures for obtaining all waivers, except those general exceptions set forth in this part for which individual applications are unnecessary and those covered by section 165(b)(3) of the Act. The procedures for obtaining an exception covered by section 165(b)(3) are set forth in §661.11 of this part.
- (b) A bidder who seeks to establish grounds for an exception must seek the exception, in a timely manner, through the grantee.
- (c) Except as provided in paragraph (d) of this section, only grantee may request a waiver. The request must be in writing, include facts and justification to support the waiver, and be submitted to the Administrator through the appropriate Regional Office.
- (d) FTA will consider a request for a waiver from a potential bidder or supplier only if the waiver is being sought under §661.7(f) or (g) of this part.
- (e) The Administrator will issue a written determination setting forth the reasons for granting or denying the exception request. Each request for an exception, and FTA's action on the request, are available for public inspection under the provisions of 49 CFR part 601, subpart C.

§661.10 Determination of qualification under section 337(a)(2)(B) of the STURAA

- (a) A supplier or contractor that qualifies under the provisions of section 337(a)(2)(B) because it had supplied an item that complied with the provisions of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 or under section 401 of the Surface Transportation Assistance Act of 1978 must certify to this qualification when its bid or offer is submitted. Such certification must accompany the certification set forth in §661.12 of this part.
- (b) A supplier or contractor that qualifies as a successor in interest or assignee under the provisions of section 337(a)(2)(B) of the STURAA is one to which has been transferred the substantial assets, such as contracts and work in progress, designs and technology, and manufacturing plants and staff, or a previously existing company. The mere acquisition of an established trade name by an existing business enterprise does not qualify as a successor in interest. A supplier or contractor adoption of a new corporate name while maintaining continuity in ownership and assets qualifies the supplier or contractor as a successor in interest.

- (c) Any supplier or contractor wishing to claim that it is a successor in interest or assignee under the provisions of paragraph (b) of this section must provide FTA with sufficient documentation to support its claim. If FTA determines that a supplier or contractor does qualify as a successor in interest or assignee, FTA will publish notice of this determination in the Federal Register.

§661.11 Rolling Stock procurement

- (a) The provisions of §661.5 of this part do not apply to the procurement of buses and other rolling stock (including train control, communication, and traction power equipment), if the cost of components which are produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.
- (b) Except as provided in paragraph(c) of this section, the domestic content requirement is 55% for contracts entered in to after October 1, 1989, and 60% for contracts entered into after October 1, 1991.
- (c) The domestic content requirement will be 60% for contracts entered into after April 1, 1992, with any supplier or contractor or any successor in interest or assignee, as determined under the provisions of §661.10 of this part, which complied with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 or section 401 of the Surface Transportation Assistance Act of 1978 before April 2, 1987.
- (d) The increased domestic content requirements in paragraph (b) and (c) of this section also apply to the domestic content requirements for the components set forth in paragraphs (i), (k), and (n) of this section.
- (e) A component is any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an end product at the final assembly location.
- (f) A component may be manufactured at the final assembly location if the manufacturing process to produce the component is a separate and distinct activity from the final assembly of the end product.
- (g) A component is considered to be manufactured if there are sufficient activities taking place to advance the value or improve the condition of the subcomponents of that component; that is, if the subcomponents have been substantially transformed or merged into a new and functionally different article.
- (h) Except as provided in paragraph (m) of this section, a subcomponent is any article, material, or supply, whether manufactured or unmanufactured, that is one step removed from a component (as defined in paragraph (e) of this section) in the manufacturing process and that is incorporated directly into a component.
- (i) For a component to be of domestic origin more than 50 percent of the subcomponents of that component, by cost, must be of domestic origin and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be utilized in calculating the cost of domestic content of an end product.
- (j) A subcomponent is of domestic origin if it is manufactured in the United States.
- (k) If a subcomponent manufactured in the United States is exported for inclusion in a component that is manufactured outside the United States and it receives tariff exemptions under the procedures set forth in 19 CFR 10.11-10.24, the subcomponent retains its domestic identity and can be included in the calculation of the domestic content of an end product even if such a subcomponent represents less than 50% of the cost of a particular component.

- (l) If a subcomponent manufactured in the United States is exported for inclusion in a component manufactured outside the United States and it does not receive tariff exemption under the procedures set forth in 19 CFR 10.11-10.24, the subcomponent loses its domestic identity and cannot be included in the calculation.
- (m) Raw materials produced in the United States and then exported for incorporation into a component are not considered to be a subcomponent for the purposes of calculating domestic content. The value of such raw materials is to be included in the cost of the foreign component.
- (n) If a component is manufactured in the United States but contains less than 50% domestic subcomponents, by cost, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the end product.
- (o) For the purposes of this section, except as provided in paragraph (q) of this section:
 - (1) The cost of a component or a subcomponent is the price that a bidder or offeror must pay to a subcontractor or supplier for that component or subcomponent. Transportation costs to the final assembly location must be included in calculating the cost of a component. Applicable duties must be included in determining the cost of foreign components and subcomponents.
 - (2) If a component or subcomponent is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component or subcomponent, an allowance for profit, and the administrative and overhead costs attributable to that component or subcomponent under normal accounting principles.
- (p) The cost component of foreign origin is set at the time the bidder or offeror executes the appropriate Buy America certificate.
- (q) The cost of a subcomponent which retains its domestic identity consistent with paragraph (1) of this section shall be the cost of the subcomponent when last purchased, f.o.b. United States port of exportation or point of border crossing, as set out in the invoice and entry papers, or, if no purchase was made, the value of the subcomponent at the time of its shipment for exportation, f.o.b. United States port of exportation or point of border crossing, as set out in the invoice and entry papers.
- (r) In accordance with section 165(c) of the Act, labor costs involved in final assembly shall not be included in calculating component costs.
- (s) The actual cost, not the bid prices, of a component is to be considered in calculating domestic content.
- (t) Final assembly is the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes. If a system is being procured as the end product by the grantee, the installation of the system qualifies as final assembly.
- (u) An end product means any item subject to section 165(b)(3) of the Act, that is to be acquired by the grantee, as specified in the overall project contract.
- (v) Train control equipment includes, but is not limited to, the following equipment:
 - (1) Mimic board in central control
 - (2) Dispatchers console
 - (3) Local control panels
 - (4) Station (way side) control relay cabinets
 - (5) Terminal dispatcher machines
 - (6) Cable/ cable trays
 - (7) Switch machines
 - (8) Way side signals
 - (9) Impedance bonds

- (10) Relay rack bungalows
 - (11) Central computer control
 - (12) Brake equipment
 - (13) Brake systems
- (w) Communications equipment includes, but is not limited to, the following equipment:
- (1) Radios
 - (2) Space station transmitter and receivers
 - (3) Vehicular and hand-held radios
 - (4) PABX telephone switching equipment
 - (5) PABX telephone instruments
 - (6) Public address amplifiers
 - (7) Public address speakers
 - (8) Cable transmission system cable
 - (9) Cable transmission system multiplex equipment
 - (10) Communication console at central control
 - (11) Uninterruptible power supply inverters/ rectifiers
 - (12) Uninterruptible power supply batteries
 - (13) Data transmission system central processors
 - (14) Data transmission system remote terminals
 - (15) Line printers for data transmission system
 - (16) Communication systems monitor test panel
 - (17) Security console at central control
- (x) Traction power equipment includes, but is not limited to, the following:
- (1) Primary AC switch gear
 - (2) Primary AC transformers (rectifier)
 - (3) DC switch gear
 - (4) Traction power console and CRT display system at central control
 - (5) Bus ducts with buses (AC and DC)
 - (6) Batteries
 - (7) Traction power rectifier assemblies
 - (8) Distribution panels (AC and DC)
 - (9) Facility step-down transformers
 - (10) Motor control centers (facility use only)
 - (11) Battery Chargers
 - (12) Supervisory control panel
 - (13) Annunciator panels
 - (14) Low voltage facility distribution switch board
 - (15) DC connect switches
 - (16) Negative bus boxes
 - (17) Power rail insulators
 - (18) Power cables (AC and DC)
 - (19) Cable trays
 - (20) Instrumentation for traction power equipment
 - (21) Connectors, tensioners, and insulators for overhead power wire systems
 - (22) Negative drainage boards
 - (23) Inverters
 - (24) Traction motors
 - (25) Propulsion gear boxes
 - (26) Third rail pick-up equipment
 - (27) Pantographs
- (y) The power or third rail is not considered traction power equipment and is thus subject to the requirements of section 165(a) of the Act and the requirements of §661.5 of this part.

- (z) A bidder on a contract for an item covered by section 165(b)(3) of the Act who will comply with section 165(b)(3) and regulations in this section is not required to follow the application for waiver procedures set out in §661.9 of this part. In lieu of these procedures, the bidder must submit the appropriate certificate required by §661.12 of this part.

Appendix A to §661.11 – General Waivers

- (a) The provisions of §661.11 of this part do not apply when foreign-sourced spare parts for buses and other rolling stock (including train control, communication, and traction power equipment) whose total cost is 10 percent or less of the overall project contract cost are being procured as part of the same contract for the major capital item.

Appendix B to §661.11 – Typical Components of Buses

The following is a list of items that typically would be considered components of a bus. This list is not all-inclusive.

Engines, transmissions, front axle assemblies, rear axle assemblies, drive shaft assemblies, front suspension assemblies, rear suspension assemblies, air compressor and pneumatic systems, generator/ alternator and electrical systems, steering system assemblies, front and rear air brake assemblies, air conditioning compressor assemblies, air conditioning evaporator/ condenser assemblies, heating systems, passenger seats, driver's seat assemblies, window assemblies, entrance and exit door assemblies, door control systems, destination sign assemblies, interior lighting assemblies, front and rear end cap assemblies, front and rear bumper assemblies, specialty steel (structural steel tubing, etc.), aluminum extrusions, aluminum, steel or fiberglass exterior panels, and interior trim, flooring, and floor coverings.

Appendix C to §661.11 – Typical Components of Rail Rolling Stock

The following is a list of items that typically would be considered components of rail rolling stock. This list is not all-inclusive.

Car shells, main transformer, pantographs, traction motors, propulsion gear boxes, interior linings, acceleration and braking resistors, propulsion controls, low voltage auxiliary power supplies air conditioning equipment, air brakes compressors, brake controls, foundation brake equipment, articulation assemblies, train control system, window assemblies, communication equipment, lighting, seating, door actuators and controls, couplers and draft gear, trucks, journal bearings, axles, diagnostic equipment, and third rail pick-up equipment.

- §661.12 Certification requirements for procurement of buses, other rolling stock and associated equipment
If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in §661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3)

The bidder hereby certifies that it will comply with requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(b)(3)

The bidder hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

§661.11 Grantee responsibility

- (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA.
- (b) The grantees shall include in its bid specification for procurement within the scope of these regulations an appropriate notice of the Buy America provision. Such specifications shall require as a condition of responsiveness, that the bidder or offeror submit with the bid a completed Buy America certificate in accordance with §661.6 or §661.12 of this part, as appropriate.
- (c) Whether or not a bidder or offeror certifies that it will comply with the applicable requirement, such bidder or offeror is bound by its original certification and is not permitted to change its certification after bid opening. A bidder or offeror that certifies that it will comply with the applicable Buy America requirements is not eligible for a waiver of those requirements.

§661.14 Investigation procedures

- (a) It is presumed that a bidder who has submitted the required Buy America certificate is complying with the Buy America provision. A false certification is a criminal act in violation of 18 U.S.C. 1001.
- (b) Any party may petition FTA to investigate the compliance of a successful bidder with the bidder's certification. That party ("the petitioner") must include in the petition a statement of the grounds of the petition and any supporting documentation. If FTA determines that the information presented in the petition indicates that the presumption in paragraph (a) of this section has been overcome, FTA will initiate an investigation.
- (c) In appropriate circumstances, FTA may determine on its own to initiate an investigation without receiving without receiving a petition from a third party.
- (d) When FTA determines under paragraph (b) or (c) of this section to conduct an investigation, it requests that the grantee require the successful bidder to document its compliance with its Buy America certificate. The successful bidder has the burden of proof to establish that it is in compliance. Documentation of compliance is based on specific circumstances of each investigation, and FTA will specify the documentation required in each case.
- (e) The grantee shall reply to the request under paragraph (d) of this section within 15 working days of the request. The investigated party may correspond directly with FTA during the course of investigation if it informs the grantee that it intends to do so, and if the grantee agrees to such action in writing. The grantee must inform FTA, in writing, that the investigated party will respond directly to FTA. An investigated party may provide confidential or proprietary information (see paragraph (1) of this section) directly to FTA while providing other information required to be submitted as part of the investigation through the grantee.
- (f) Any additional information requested by FTA must be submitted within 5 working days after the receipt of such request unless specifically exempted by FTA.

- (g) The grantee's reply (or that of the bidder) will be transmitted to the petitioner. The petitioner may submit comments on the reply to FTA within 10 working days after receipt of the reply. The grantee and the low bidder will be furnished with a copy of the petitioner's comments, and their comments must be received by FTA within 5 working days after receipt of the petitioner's comments.
- (h) The failure of a party to comply with the time limits stated in this section may result in resolution of the investigation without consideration of untimely filed comments.
- (i) During the course of an investigation, with appropriate notification to affected parties, FTA may conduct site visits of manufacturing facilities and final assembly locations as it considers appropriate.
- (j) FTA will, upon request, make available to any interested party information bearing on the substance of the investigation which has been submitted by the petitioner, interested parties or grantees, except to the extent that withholding of information is permitted or required by law or regulations.
- (k) If a party submitting information considers that the information submitted contains proprietary material which should be withheld, a statement advising FTA of this fact may be included, and the alleged proprietary information must be identified wherever it appears. Any comments on the information provided shall be submitted within a maximum of ten days.
- (l) For purposes of paragraph (j) of this section, confidential or proprietary material is any material or data whose disclosure could reasonably be expected to cause substantial competitive harm to the party claiming that the material is confidential or proprietary.
- (m) When a petition for investigation has been filed before award, the grantee will not make an award before resolution of the investigation, unless the grantee determines that:
 - (1) The items to be procured are urgently required;
 - (2) Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - (3) Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.
- (n) In the event that the grantee determines that the award is to be made during the pendency of an investigation, the grantee will notify FTA before making such award. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of an investigation.
- (o) Initial decisions by FTA will be in written form. Reconsideration of an initial decision of FTA may be requested by any party involved in an investigation. FTA will reconsider a decision only if the party requesting reconsideration submits new matters of fact or points of law that were not known or available to the party during the investigation.

A request for reconsideration of decision of FTA shall be filed no later than ten(10) working days after the initial written decision. A request for reconsideration will be subject to the procedures in this section consistent with the need for prompt resolution of the matter.

§661.17 Failure to comply with certification

If a successful bidder fails to demonstrate that it is in compliance with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded.

§661.19 Sanctions

A willful refusal to comply with a certification by a successful bidder may lead to the initiation of debarment or suspension proceedings under part 29 of this title.

§661.20 Rights of third parties

The sole right of any third party under the Buy America provision is to petition FTA under the provisions of §661.15 of this part. No third party has any additional right, at law or equity, for any remedy including, but not limited to, injunction, damages, or cancellations of Federal grant contracts of the grantee.

§661.21 State Buy America provision

- (a) Except as provided in paragraph (b) of this section, any State may impose more stringent Buy America or Buy National requirements than contained in section 165 of the Act and the regulations in this part.
- (b) FTA will not participate in contracts governed by the following:
 - (1) State Buy America or Buy National preference provisions which are not as strict as the Federal requirements.
 - (2) State and local Buy National of Buy America preference provisions which are not explicitly set out under State law. For example, administrative interpretations of non-specific State legislation will not control.
 - (3) State and local Buy Local preference provisions.

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 11/13/09]

REQUISITION NUMBER: **C12RT101208860**

SPECIFICATION NUMBER CTA: __Various__

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, AUTOMOBILE LIABILITY, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE, CONTRACTORS POLLUTION LIABILITY, WORKERS COMPENSATION AND/OR PROFESSIONAL LIABILITY ARE REQUIRED BY PART III OF THIS DOCUMENT.

Contractors must provide the CTA with the following documents:

- a) CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter. Certificates of Insurance must disclose all deductibles and/or self insured retentions.
- b) Certified copy of the insurance policy

Methods (a) is a temporary method that is valid only for 90 days. Policies must be furnished prior to the expiration of this 90 day period. Failure to provide policies before expiration of this 90 day period is a material breach of the Contract which may result in default and, if uncured, termination for default.

2. HOW IS RAILROAD PROTECTIVE LIABILITY INSURANCE SATISFIED? THE CTA's RAILROAD PROTECTIVE LIABILITY PROGRAM PROVIDES \$2,000,000 PER OCCURRENCE/ \$6,000,000 AGGREGATE LIMITS. TO BE IN COMPLIANCE WITH THE RAILROAD PROTECTIVE REQUIREMENTS, SEE PART III.B OF THIS DOCUMENT.

- For work performed within fifty (50) feet of rail right-of-way, the work of the Contractor is covered through the Blanket Railroad Protective policy.
- The contractor must provide evidence that the CGL policy exclusion for work within fifty (50) feet of rail right of way has been deleted by endorsement to their CGL policy.

The CTA may cancel the Blanket Railroad Protective Liability Policy prior to the expiration of coverage. If cancelled, The CTA agrees to provide the contractor with 30 days prior written notice.

If any portion or all of the need for or cost of such insurance shall result from Contractor's breach of this Contract, such insurance costs shall be a non-reimbursable cost to Contractor. CTA reserves the right to review the remaining project scope and to determine if the work to be performed within fifty (50) feet of rail right of way requires Railroad Protective Liability Insurance. The CTA further agrees that for premium expenses incurred by the Contractor for Railroad Protective Liability Insurance will be a reimbursable expense.

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE AND BOND DOCUMENTS.

The Contractor must furnish all required insurance and performance and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's General Manager of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all of the following at the CTA's sole discretion:

1. debarment or suspension, and
2. determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Chicago Transit Authority
Manager of Insurance Controls, Risk Compliance
567 W. Lake St.
Chicago, IL 60661

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.

2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

PART II. INSURANCE REQUIREMENTS

- A. The CTA must be named as an Additional Insured and Certificate Holder. When the CTA is an additional insured, the coverage shall be primary.
- B. The CTA must be the Named Insured on the Owners Protective Liability and Builders Risk Insurance policies.
- C. The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per occurrence basis.
- D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- E. To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- F. The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

Coverage A: In form and in accordance with the laws of the State of Illinois.

Coverage B: Employers Liability:

\$1,000,000 Bodily Injury by Accident

\$1,000,000 Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Bodily Injury and Personal Injury Liability, with employee and contractual exclusions deleted, (vii) Severability of Interest and Cross Liability endorsement and (viii) Contractor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

When work is to be performed within fifty (50) feet of rail right-of-way the Contractor will be enrolled as a participant in the CTA Blanket Railroad Protective program. In addition, Contractors and Sub-contractors are required to provide endorsements to their CGL policy eliminating the exclusion for work within fifty (50) feet of rail right-of-way.

- a. Limits must be equal to the Railroad Protective Liability per occurrence limit of \$2,000,000 per occurrence.
- b. An endorsement must be provided deleting the contractual exclusion for work within 50' of the rail right of way.
- c. A certificate of insurance satisfying (a) and (b) above must be presented.

C. AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage)

N/A Uninsured/Underinsured Motorist Including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment

D. UMBRELLA LIABILITY

N/A Each occurrence and in the aggregate, excess of the underlying policies.

The Umbrella Liability Policy shall specifically identify each of the policies described in A, B, and C above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies.

E. OWNERS PROTECTIVE LIABILITY

N/A General Aggregate (Per Location)

N/A Per Occurrence

N/A Combined Single Limit (Bodily Injury and Property Damage Per Location)

The definition of designated contractor must be amended to include contractors of every tier.

F. THE CTA WILL PROVIDE A BLANKET RAILROAD PROTECTIVE LIABILITY POLICY:

N/A Bodily Injury/Property Damage per Occurrence

N/A Bodily Injury/Property Damage Aggregate

G. GARAGE KEEPERS LEGAL LIABILITY

\$1,000,000 OCC/AGG

H. PROFESSIONAL LIABILITY

N/A PER CLAIM

I. OTHER INSURANCE: **CTA NAMED ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY**

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

- A. The Contractor shall furnish separate Performance and Payment Bonds.
- B. The surety or sureties issuing the bond must be acceptable to the Authority and must have a Best's Key Rating Guide of A VII or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.
- C. The Performance Bond shall be for faithful performance of the Contract.
- D. The Payment Bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the Work contracted to be done, or for performing any Work or labor thereon of any kind.
- E. The Authority reserves the right to require additional security under this Contract if any surety upon any bond furnished with this Contract becomes unacceptable to the Authority.

PART V. PERFORMANCE AND PAYMENT BONDS REQUIRED FOR THIS CONTRACT.

Payment Bond: N/A
Performance Bond: 25% OF CONTRACT AMOUNT
Fidelity Bond: N/A



INSURANCE CERTIFICATE OF COVERAGE

Issue Date: _____

Named Insured: _____ RFP#: _____
Address: _____
(NUMBER & STREET)

(CITY) (STATE) (ZIP)

Specification #: _____
Project #: _____
Contract #: _____

**Description of
Operation/Location**

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims made <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse <input type="checkbox"/> Underground <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution Commercial General Liability Form #: CG 00 01 _____				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____ Deductible and/or Self Insured Retention \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				WC \$ _____ Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract \$ _____
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				_____

- a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
"The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- c) General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority.
- d) The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause contained in the Contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). The Contractor shall be responsible for arranging that all subcontractors maintain the necessary insurance requirements.
- e) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice

Signature of Authorized Representative

Certificate Holder/Additional Insured

Chicago Transit Authority
Dept. of Risk Management
567 W Lake St.
Chicago, IL 60661

Agent/Company Address

Telephone _____

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

SCOPE OF WORK ("Work")

This is a Definite-Delivery Contract requirement to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 New Flyer LFS 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

PERFORMANCE/PAYMENT BOND

The bidders shall furnish at its own expense performance security in the form of a cashier's check, or letter of credit in a form approved by the CTA **before offer submission**, or a performance bond, from a surety duly licensed to do business in the State of Illinois having a financial rating from A.M. Best Company of a "A VII" or better, in the amount of twenty-five percent (25%) of the full amount of the Contract. The bond shall cover all of Contractor's obligations under the Contract except for the warranty and shall remain in force until said obligations have been fulfilled and/or last bus has been delivered and accepted for service by the CTA.

INSURANCE

Insurance requirements are stipulated in a separate "Insurance Requirements" document. Bidders are advised that certified copies of required insurance policies are required before award of contract. Insurance Certificates are **NOT** acceptable.

DEFINITIONS

Unless defined otherwise herein, the following definitions apply to this Order and its attachments:

- (a) Chicago Transit Authority, CTA, Authority, and Buyer are synonymous herein.
- (b) Bidder, Seller, Vendor, Contractor and the company, organization or person(s) to whom the Order is addressed are synonymous herein.
- (c) Purchase Contract, Contract, Purchase Order and Order are synonymous herein.
- (d) Overhaul Kit, Master Kit, Part, Item, Kit, Component, Subsystem, Sub-assembly and Assembly are synonymous herein.

PROPOSAL PAGE PREPARATION

The Bidder is to quote a lump sum price for each overhaul kit they propose to furnish, along with a per bus labor price, on Proposal Pages (P-1 and P-2).

Bidder shall indicate name of company bidding, address, contact person, title, phone number, fax number, e-mail address and payment terms.

AVAILABILITY OF FUNDS

This procurement is subject to the availability of funding from financial assistance contracts between the Regional Transportation Authority and the Chicago Transit Authority. CTA's obligation hereunder is contingent upon the availability of appropriate funds from which payment for the Contract purposes can be made. No legal liability on the part of CTA for any payment shall arise until funds are made available to the Contracting Officer for this Contract and until the Contractor receives notice of such availability and approval, to be confirmed in writing by the Contracting Officer. Any award of Contract hereunder will be conditioned upon said availability of funds for the Contract.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

DEFINITE QUANTITY

- (a) This is a definite-delivery Contract for the purchase of labor and material specified in the "Scope of Work, Page SC-1" and effective for the period stated herein.
- (b) It is CTA's intention to purchase as many of the overhaul repair kits and or overhaul services of the New Flyer, 1000 Series Buses as possible. However, a minimum order quantity of two hundred twenty-five [225] overhaul repair kits and or overhaul services of the CTA New Flyer, 1000 Series Buses shall be ordered.
- (c) The acceptance of an Offer for award, if any, shall be evidenced by a "Notice to Award" Contract in writing delivered in person, or by registered mail to the Bidder whose offer is accepted. Such "Notice to Award" shall obligate said Bidder to commence performance under the Contract and indicate the number of 'turnkey' overhaul repairs of the CTA New Flyer, 1000 Series Buses, which the CTA shall award.

BIDDER'S QUALIFICATIONS

I. Policy

This part prescribes policies, standards and procedures for determining whether prospective Bidders are judged to be responsible in the award of a proposed contract under consideration. Purchases shall be made from, and contracts shall be awarded to responsible prospective bidders only. No purchase or award shall be made unless the General Manager, Purchasing or designee makes an affirmative determination of responsibility.

A prospective Bidder must affirmatively demonstrate its responsibility, including, when necessary, the responsibility of its proposed subcontractors, if any, in accordance with the general standards set forth hereinafter.

II. General Standards

Prospective Bidders must -

- A. Have adequate financial resources that are satisfactory to the General Manager, Purchasing or designee to insure the successful performance of the Contract in compliance with the General and Special Conditions and the Detailed Specifications, as specified, and/or shall have the ability to obtain such financial resources specifically dedicated to the performance of this Contract;
- B. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and/or other CTA business commitments, if any;
- C. Shall have a satisfactory performance record of providing O.E.M. and/or CTA approval equal maintenance and repair parts for the New Flyer, 1000 Series buses and/or other acceptable manufactured parts of similar quality to the CTA and/or other similar transit agencies (See III.C.);
- D. Have a satisfactory record of integrity and business ethics;
- E. Have the necessary organization, experience, accounting and operational controls, and technical skills, or demonstrate the ability to obtain them that are satisfactory to the General Manager, Purchasing or designee;

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BIDDER QUALIFICATIONS (continued)

- F. Have the necessary facilities (including but not necessarily limited to warehousing space) specifically allocated to an on-going inventory of O.E.M. and/or CTA approved equal maintenance and repair parts for New Flyer, 1000 Series buses (associated with this Contract), equipment and other expertise, or demonstrate the ability to obtain them (See III.A.); and
- G. Be otherwise qualified and eligible to receive and award under applicable laws and regulations;
 - (1) CTA reserves the right to determine if Bidder meets the above contract requirement. CTA reserves the right to inspect a potential bidder's facilities; and
- H. Must demonstrate and/or provide a satisfactory record of previous performance in providing the parts described in the Master Schedule, Pages SC-9 through SC-21 Failure to provide such evidence within six (6) business days from date of written notice may render a Bid as "non-responsive".

III. **Applications of Standards**

A. **Regular Dealer**

- 1. A **regular dealer** means a person or organization that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and general conditions, as required under the contract are bought, kept in stock, and sold to other transit agencies in the general course of business.
- 2. A prospective bidder qualifies as a **regular dealer** if, upon request, it can show that it is a regular dealer dealing in the supplies of the general character offered to CTA. Included in this criteria are the following:
 - a. It has an establishment, or a leased or assigned space, in which it regularly maintains a stock of supplies in which it claims to be a dealer. If the space is in a public warehouse, it must be maintained on a continuing basis not a demand basis.
 - b. The stock maintained is a true inventory from which sales are made. This requirement is not satisfied by (i) stock unrelated to the supplies offered, or (ii) stock maintained primarily for the purpose of token compliance with this requirement, from which few, if any, sales are made.
 - c. The supplies stocked are of the same general character as those offered and to be supplied under the Contract. To be of the same general character, the items to be supplied must be either identical with those in stock or be supplies for which other dealers in the same line of business would be an obvious source.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BIDDER QUALIFICATIONS (continued)

- d. Sales are made from stock on a recurring basis, are not only occasional, or constitute an exception to the usual operations of the business.
- e. Sales are made regularly in the usual course of business to other transit agencies, other than CTA, or to public transit organizations.

B. Ability to obtain resources

Except to the extent that a prospective bidder has sufficient resources or proposes to perform the Contract by subcontracting, the General Manager, Purchasing or designee may require acceptable evidence of the prospective contractor's ability to obtain required resources. Acceptable evidence normally consists of a commitment or explicit arrangement, which will be in existence at the time of the contract award, to rent, purchase, or otherwise acquire the needed facilities, equipment, other resources, or personnel.

C. Satisfactory performance record

A prospective bidder that is or recently has been seriously deficient in contract performance shall be presumed to be non-responsible, unless the General Manager, Purchasing or designee determines that the circumstances were properly beyond the contractor's control, or that the contractor has taken appropriate corrective actions. Past failure to apply sufficient tenacity and perseverance to perform acceptably is strong evidence of non-responsibility. The General Manager, Purchasing or designee shall consider the number of contracts involved and the extent of deficient performance, if any, in each contract when making a determination.

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT

It is the intent of this section that the following matters and all other major engineering considerations be settled to the satisfaction of the bidder and the CTA before submission of bids so that CTA may determine exactly what the bidder is offering. After award of a Contract, if any, the CTA recognizes no obligation to consider Contractor's proposal which should have been presented during the pre-bid period.

A Pre-Bid Meeting and Inspection will be held on Thursday **[July 5, 2012]**. The meeting will convene at **[10:00 A.M. (Central Standard Time)]** in the Chicago Transit Authority's **[South Shops Repair Facility]**, located at **[7801 South Vincennes Avenue, Chicago, Illinois 60620]**. Prospective Bidders are requested to submit written questions to the Senior Procurement Administrator, identified on the Title page, in advance of the Pre-Bid Meeting. In addition, questions may be submitted in writing up to Monday July 16, 2012. Responses will be shared with all prospective Bidders via an Addendum. Prospective Bidders are reminded that any changes to the bid document will be by written addenda only, and nothing stated at the Pre-Bid Meeting and Inspection shall change or qualify in any way any of the provisions in the bid document and shall not be binding on the CTA.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PRE-BID MEETINGS & INSPECTION OF EQUIPMENT(continued)

CTA shall make available to all Bidders, the CTA New Flyer 1000 Series bus (Bus number 1005) for the purpose of performing an inspection of the equipment to determine necessary modifications, if any additions to the bus to properly implement the complete overhaul on each bus. This meeting shall be the only official general meeting for potential bidders to view the bus. The date, time and location for the Pre-Bid Meeting and Inspection of said bus is specified above.

QUESTIONS. CLARIFICATIONS AND OMISSIONS

All correspondence, communication and contact in regard to any aspect of this solicitation or offers shall be only with the Senior Procurement Administrator, identified on the Title page. Bidders and their representatives shall not make any contact with or communicate with any member of the CTA, or its employees and consultants, other than the designated Senior Procurement Administrator, in regard to any aspect of this solicitation or offers. Telephone calls may be used to expedite communications but shall not be official communications unless confirmed in writing.

At any time during this procurement up to the time specified in "Pre-Bid Meetings & Inspection of Equipment, Page SC-4," Bidders may request, in writing, a clarification or interpretation of any aspect, a change to any requirement of the bid document, or any addenda to the bid document. Such written requests shall be made to the Senior Procurement Administrator.

Any request for a change to any requirement of the Contract documents must be fully supported with technical data, test results or other pertinent information showing evidence that the exception will result in a condition equal to or better than that required by the bid document, without a substantial increase in cost or time requirements.

If it should appear to a prospective Bidder that the performance of the Work under the Contract, or any of the matters relating thereto, is not sufficiently described or explained in the bid document or Contract documents, or that any conflict or discrepancy exists between different parts of the Contract or with any federal, state, local or CTA law, ordinance, rule, regulation or other standard or requirement, then the proposer shall submit a written request for clarification to the CTA within the time period specified above.

DATA AND INFORMATION

Questions regarding technical adjustments, settings, materials, procedures, or any problem that might arise during the bus overhaul should be addressed to the Project Manager, Mr. Tim Biocic, 7801 South Vincennes Avenue, Chicago, Illinois 60620, or (773) 874-7100, Ext. 7224.

ADDENDA

The Chicago Transit Authority reserves the right to amend the bid document at any time. Any amendments to the bid document shall be described in written addenda. Notification of or the addenda also will be distributed to all such prospective Bidders officially known to have received the bid document. Failure of any prospective Bidders to receive the notification or addenda shall not relieve the Bidder from any obligation under the bid document therein. All addenda issued shall become part of the bid document. Prospective Bidders shall acknowledge the receipt of each individual addendum in their bid document on the form Acknowledgement of Addenda. Failure to acknowledge in the bid document receipt of addenda may at the CTA's sole option disqualify the bid.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

ADDENDA(continued)

If the CTA determines that the addenda may require significant changes in the preparation of bids, the deadline for submitting the bids may be postponed no less than ten (10) days from the date of issuance of addenda or by the number of days that the CTA determines will allow Bidders sufficient time to revise their bids. Any new due date shall be included in the addenda.

STORAGE AND PROTECTION

Contractor shall have adequate storage facilities for buses that may be retained on his property. This storage area must be protected by some form of a Security System. Such System may be a watchman or an alarm system, certified by the Underwriters' Laboratories, and approved by the CTA to protect buses from vandalism and/or pilferage. The storage area shall be sufficiently large to accommodate a minimum of twenty [20] CTA, New Flyer, 1000 Series Buses. Adequate fire protection shall be provided by the Contractor. This fire protection system shall have the approval of the Underwriters' Laboratories, and approved by the CTA.

During cold weather (32 deg F or below), the Contractor shall provide storage facilities wherein the coolant in the bus cooling system will not freeze. Note: Bus engine may or may not have sufficient anti-freeze for proper protection. Contractor shall be required to add sufficient anti-freeze for protection.

PICK UP AND/OR DELIVERY OF BUSES

It shall be the Contractor's responsibility to provide for any and all material (see Tables BOM 1 through BOM 8) Pages SC- 9 through SC-21 and any other equipment and material as identified in Detail specification No. 9985-10 to complete the overhaul of the New Flyer, 1000 Series Buses, to include the replacement of any and all material, systems, subsystems and assemblies necessary and as required to complete the overhaul of each bus and enable the bus to return to revenue service after final acceptance by the CTA.

All material and equipment furnished under this Contract shall be new, OEM, or CTA approved equal to OEM, and all work shall be subject to inspection and testing by the CTA to the extent practicable at all times and places including the period during the complete overhaul of all New Flyer, 1000 Series Buses contracted for under this Contract, and in any event prior to the acceptance and/or surveillance of Contractor's inspection at the discretion of the CTA. At no time during the performance of this work is Contractor or Contractor's employees permitted to drive buses on public streets or highways.

Prospective Bidders **MUST** upon the submission of their bid provide a detailed Bill of Material, (including description, manufacture & part number, etc.) consisting of all material and/or equipment that is specified to be replaced on each New Flyer, 1000 Series Bus (as specified in Detail Specification No. 9985-10). Prospective Bidders need not include a listing of those parts identified on BOM -1 through BOM -8 (Pages SC- 9 through SC-21). In addition, the Prospective Bidders must submit the following:

1. Plan of Action on how you are to achieve the Float Schedule listed on page SC-8.
2. Quality Assurance Program.
3. List of Key Individuals (including resumes) responsible for making key decisions regarding Work.
4. Any other process, procedure or activity that would enable CTA to ascertain if the Prospective Bidder has sufficient competence for this overhaul repair Contract.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

Any material designated for use during this project which shall be rejected by CTA for not conforming to these Specifications shall clearly be marked and so disposed of to ensure that such material will not be used, or offered for use again on subsequent buses unless accepted by CTA or individually so designated by CTA.

The Contractor shall provide office space, as necessary that is suitable to the CTA for use by CTA Inspector(s) during any visit to Contractor's facility to inspect the work under this Contract. Such office space shall be adequate for intended purpose and shall be furnished, have a telephone maintained, Wi-Fi available for inspector(s) laptop and cleaned and security protected, as necessary, by the Contractor in a manner equivalent to that provided by the Contractor for performing similar functions within his own shop office facilities.

During repair, a logbook documenting all inspections performed by the CTA Inspector(s) shall be maintained by him at the Contractor's facility. All inspections logged in shall then be signed and dated by the Contractor to ensure that Contractor is made aware of the problem(s), if any and if the Inspector has found any material or items that are found not conforming to the requirements of this Contract. Contractor shall separate all rejected material from material designated for use on a bus and notify CTA accordingly of their procedure for disposing of same.

In the event the work to be done under this Contract is performed outside the Chicago Metropolitan Area (any area greater than seventy-five (75) miles from 7801 South Vincennes Avenue, Chicago, Illinois), all reasonable costs (including transportation and lodging, if any) for a CTA inspector(s) shall be at the expense of the Contractor and in accordance with the Runzheimer meal, lodging, and transportation cost index (www.runzheimer.com) and shall not exceed an amount equal to a maximum of \$3,000 to be reimbursed to the CTA (per weekly occurrence) . Any cost over that stated above will be responsibility of CTA. The Inspector(s) may make visits to Contractor's facility at will during the duration of the "turnkey" overhaul of CTA, New Flyer, 1000 Series Buses.

CTA shall be responsible for the transporting of vehicles to the location in which the Contractor will perform the Scope of Work and/or to Contractor's facility provided such facility is located within a fifty (50) mile radius if the intersection of Madison and State Street, Chicago, Illinois. The CTA shall have sole responsibility for determining if the location in which the work is to be performed is within fifty (50) miles radius of the intersection of Madison and State Street, Chicago, Illinois. If work location or Contractor's facility is outside the aforementioned radius and/or Contractor's facilities are deemed to be outside the above listed radius, the Contractor shall be responsible for transporting the Buses to such site at their expense. The buses shall be transported using a flatbed type transport only.

Contractor shall notify CTA's Senior Procurement Administrator a minimum of twelve [12] business days prior to the date work is to commence. CTA shall deliver to the Contractor's facility a "Float" of ten [10] New Flyer, 1000 Series Buses for the purpose of performing a complete overhaul of each bus in accordance with the requirements of Detail Specification No. 9985-10 and other required documents listed therein (including material identified on BOM -1 through BOM -8 Pages SC- 9 through SC-21), if awarded, as applicable.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PICK UP AND/OR DELIVERY OF BUSES (continued)

Overhaul work on the New Flyer, 1000 Series Buses shall begin as soon as the Contractor has all the parts which comprise the "Master Kit, Pages SC-9 through SC-21". However, work may begin at Contractor's option when he has sufficient parts to begin the overhaul work required and as specified under Detail Specification No. 9985-10. The rate of completion of the 'turnkey' overhaul shall be at three [3] buses per each thirty (30) day period starting from a date of one hundred twenty (120) days after the Contractor is issued the "Notice to Proceed". All work shall be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

FLOAT SCHEDULE

Number of Days After Date of "Notice to Proceed"	Number of Buses Delivered/Made Available to Contractor	Total Number of Float Buses in Contractor's Possession
Fifteen [15] Days	2	2
Thirty [30] Days	3	5
Forty-Five [45] Days	5	10

Contractor shall commence the mid-life "Overhaul" of the New Flyer, 1000 Series Buses after Contractor is issued the "Notice to Proceed" or upon receipt of all appropriate material (identified on BOM -1 through BOM -8 Pages SC- 8 through SC-21, if awarded) as necessary to effect such overhaul. Contractor shall complete the "Overhaul" work on the New Flyer, 1000 Series Buses in accordance with a schedule that would permit all buses under this Contract to be completed within six hundred twenty (620) days after Contractor is issued the "Notice to Proceed".

MASTER KIT

Bidders may propose the use of items that are not currently approved by the CTA but must obtain approval from Technical Services- Bus for all such items prior to use in the "Overhaul" of the New Flyer, 1000 Series Buses. If any item is disapproved by Technical Services- Bus, Contractor is required to use one of the currently approved parts for such work. Contractor is required to identify each item they intend on using during the "Overhaul". Items shall be in accordance with the tables as follows:

BOM-001				
Engine				
N/A	DR27012RXM280ZF	Cummins	Engine W/ Package & Transmission	1

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

BOM-002				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8320174	3678606	Cummins	O-Ring, Discharge Fitting	1
	6339293	N/Flyer		
8330501	3103015	Cummins	Seal, Grommet, Air Comp Water Line	2
8190031	249580	N/Flyer	Muffler Tank Assembly	1
8190039	5952265	N/Flyer	U-Clamp, 3-1/2	2
1572612	222P 8-8	Parker	Adaptor, Brass 1/2 male/female	1
	700QBA15	G/White	Air Dryer Assembly	1
Auxiliary Coolant Heater				
	PH0831	Teleflex	Proheat Coolant Heater Assembly	1
8130083	085410	N/Flyer	Clamp, Air Intake	1
8130084	051262	N/Flyer	Clamp, Saddle, Exhaust	1
8192692	10B06016	N/Flyer	Bolt, 3/8-16 X 1	4
1111705			Locknut, 3/8-16	4
8230050	260701	N/Flyer	Hose, Arimid, 1.5 I.D.	1
	TACH-150	Thermopo		
8193709	50W06000	N/Flyer	Washer, Flat, SS, 3/8	4
8234424	05GRC2747715P	Gooding	Elbow, Hose	1
HVAC				
	T11-M114 Kit	TK	Kit, TK Rehab	1
8120037	28470	N/Flyer	Kit, Adaptor Marine Pump	1
8113510	150289-21	Ametek	Pump, Marine	1
	280334	N/Flyer		
8133629	6388445	N/Flyer	Valve, Heater Assembly	1
8130001	268827	N/Flyer	Valve, Assembly Supply	1
8120039	251583	N/Flyer	Valve, Assembly 0.88 Bypass	1
1480011	5240A82Z00	Vapor	R134A	5 lbs
1485300	204-476	TK	Grease	A/R
Engine/Electrical				
8383548	3102904	Cummins	Clamp, V-Band	1
8351679	102012	Davco	Filter, Davco 5 to 10 Micron	1
	FS-19763	FleetGuard		
8351690	39119405	FleetGuard	Sensor, Water in Fuel	1
	257069	N/Flyer		

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

8320020	6341684	N/Flyer	Filter, Air Intake	1
	70402B	Cummins		
8234439	WF2121	FleetGuard	Filter, Water	1
8330508	6343760	N/Flyer	Filter, Oil Air Separator	1
	24252	AirPower		
8233655	043573	N/Flyer	Cylinder, Ether	1
8443512	805361-10	DANAC	Assembly, Drive Shaft	1
	129960	N/Flyer		
8403582	6353948	NF	VALVE: PROPORTIONAL	1
8403536	P164378	BERENDS	Filter, Hydraulic System	1
	275163	N/Flyer		
	6401960	N/Flyer	Seal, O Ring	1
8413550	262286	N/Flyer	Hose, Vent	6 ft
8233626	261964	N/Flyer	Sensor, Low Coolant (Vansco)	1
8233841	4928568	Cummins	Sensor, Low Coolant 3 Pin (Cummins)	1
	397194	N/Flyer		
3109304	1555	ALPHAWIR	Wire, 18 Gauge Red	5 ft
	8522	BELDENMF		
6804151	12048074	DELPHI	Terminal, Socket	3
8304683	12110293	PACKARDELPHI	Connector, 3 way Female Metri-Pac 150	1
	15324973	PACKARDELPHI	Seal, Cable dark red	3
7800129	68275-R	PIONEER	Conduit, Convoluted .35 ID	5 ft
8234446	070883AE	Flambeau	Bottle, Coolant Overflow 6 QT	1
8233849	003335	N/Flyer	Tube, Overflow	A/R
3730093	AAA-2724	Stant	Cap: Surge Tank	1
	N24600	Nova		
	10237	Barbee		
1389590	10B12040	N/Flyer	SCREW: CAP, 3/4-10 X 2-1/2 HEX HD GR-8	2
	11N12000	N/Flyer	Nut, Hex 3/4 UNF	2
8481617	20W12000	N/Flyer	Washer, Flat 3/4	8
8393729	21N12000	N/Flyer	Nut, Hex Jam 3/4	2
8320010	40N12000	N/Flyer	Nut, hex Lock 3/4 UNC	2
	GN7F	ENDRIES		
8023645	211953	N/Flyer	Strip, Bumper Isolation	2
BOM-003				
CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Radiator				
8233520	262525	N/Flyer	Assembly, Radiator, CAC, Oil Cooler	1
	1A19881	Modine		

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

	DR3317-00	Diesel Rad		
8233646	034528	N/Flyer	Hose, Hump, 2.5	2
1929205	CT-300L	Breeze	Clamp, Breeze, 2.25 - 3.13	4
8481695	116935	N/Flyer	Hose, CAC, Convoluted	4
1921109	CT-450L	Breeze	Clamp, Breeze, 3.75 - 4.63	8
8233706	000633	N/Flyer	Bushing, Upper, Radiator Mounting	4
1380363	General Material		Bolt, 7/16-14 X 2-3/4	2
1120056	General Material		Washer, Flat, 7/16	4
8320009	40N07000	N/Flyer	Locknut, 7/16-14	2
8233916	8110071	N/Flyer	Mount, Center, Bonded	8
8234265	267373	N/Flyer	Washer, Fender, .5 X 2.00	8
1121060	General Material		Washer, Lock, 3/8	8
8403725	011298	N/Flyer	Washer, Radiator, Lower	8
1380307	General Material		Bolt, 3/8-16 X 2	8
8093588	5962618	N/Flyer	Seal, 1/8 X 1" X 12 Ft. (\$.36 per Ft.)	1

BOM-004

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
DPF				
	E 145-12-2-09-6259	ESW Group	Kit, ThermaCat-e Active 3+ DPF	1
	02002098	ESW Group	Kit, Mounting Hardware	1

BOM-005

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Front Air Rides				
7690124	5956376	N/Flyer	Connector Assembly, 1/2-1/4	2
	VS68NTA-8-4	PARKER		
	38-079	Motion		
8233842	5956114	N/Flyer	Elbow, 90 Degree, Street, 1/4 X 1/4	2
8393731	042440	N/Flyer	Locknut, 3/4-16	4
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
8073513	W01-W35-9385	FIRESTN	Front Air spring	2
	055089	N/Flyer		
1041522	E0E4	ENDRIES	Bolt, 3/4-16 X 3-1/4"	2
	11B12052	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	8
	30W08000	N/Flyer		

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

8393573	8112182	N/Flyer	Bumper, Front Suspension	2
1041524	10B06012	N/Flyer	BOLT: HEX, 3/8-16 X 3/4"	4
	LY20	ENDRIES		
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	10B08016	N/Flyer	Bolt, 1/2-13 X 1"	8
8393569	048689	N/Flyer	Bracket, Front Leveling Valve	1
Front Rods				
8073519	6313766	N/Flyer	Lateral Rod Bushing Kit	1
	070 048 028 000	ZFLEMFOR		
8073521	062 480 005 000	ZFLEMFOR	Lateral Rod Bushing Kit	1
	6313767	N/Flyer		
8393578	6322936	N/Flyer	Radius Rod Bushing	2
8393548	NC08	ENDRIES	Locknut, Prevailing Torque, 3/4-10	2
	042439	N/Flyer		
8393549	21MS	ENDRIES	Bolt, 3/4-10 X 3-1/2	2
	050867	N/Flyer		
8393571	0GA9	ENDRIES	Street Side, Bolt, M18 X 60MM	2
	048548	N/Flyer		
8393581	E2QN	ENDRIES	Curb Side, Bolt, M18 X 80MM	2
	048549	N/Flyer		
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	2
8393572	J749	ENDRIES	Locknut, M18	4
	048556	N/Flyer		
8393718	018147	N/Flyer	Bolt, Special	2
8481918	FK9J	ENDRIES	Locknut, 1/2-13	2
	40N08000	N/Flyer		
6510032	018145	N/Flyer	Locknut, Special Bolt	2
8393562	280539	N/Flyer	Mount Assembly	2
8393570	J3JV	ENDRIES	Locknut, M24 X 1.5	2
	050874	N/Flyer		
1121068			Washer, Lock, 7/8	4
1041524	LY20	ENDRIES	Bolt, 3/8-16 X 3/4"	4
	10B06012	N/Flyer		
8393579	JJJ1	ENDRIES	Bolt, M24 X 1.5MM X 90MM	2
	055166	N/Flyer		
1384296			Bolt, 1/2-13 X 1-3/4	2
1384277			Bolt, 1/2-13 X 3-1/4	6
8393582	J1C2	ENDRIES	Washer, Lock Plate	2

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

	050968	N/Flyer		
8403708	20W08000	N/Flyer	Washer, Flat, Hardened, 1/2	14
8393580	J3TQ	ENDRIES	Shim	4
	050844	N/Flyer		
8900022	20W06000	N/Flyer	Washer, Flat, Hardened, 3/8	4
1121060			Washer, Lock, 3/8	4
8403531	280494	N/Flyer	Assenbly, Idler Arm for Drag Link	1
Front Leveling Valve				
8393533	280000	N/Flyer	Front Leveling Valve	1
	52321-Q285	BARKSDAL		
1572611	218P-4	PARKER	Plug, Pipe, 1/4	1
	G127951	N/Flyer		
8190099	5953778	N/Flyer	Elbow, 90 Degree, 3/8 O.D. X 1/4	1
8193727	1474-6B	FAIRVIEW	Elbow, 45 Degree, 3/8 O.D. X 1/4	1
	5946710	N/Flyer		
8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4	1
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20 X 1	2
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	6
1111958			Locknut, 1/4-20	2
8190174	241216	N/Flyer	Link Assembly	1
8192695	2D3L	ENDRIES	Nut, 1/4-20	2
	10N04000	N/Flyer		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	2
	30W04000	N/Flyer		
Front Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1
	SY3-12VDC	BERENDS		
1576641	218P-6	PARKER	Plug, 3/8	1
	G127952	N/Flyer		
8481647	5952463	N/Flyer	Elbow, 90 Deg, 3/4 O.D. X 1/2 PT	1
8192676	5956113	N/Flyer	Adapter, 3/8 MPT X 1/2 FPT	1
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1
	5994473	N/Flyer		
8190115	1469-6A	FAIRVIEW	Elbow, 90 Deg, 3/8 O.D. X 1/8 PT	1
	5956098	N/Flyer		
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8330126	5945146	N/Flyer	Bushing, 3/8 X 1/8	1
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	2
	5955934	N/Flyer		
1041525	22S00016	ENDRIES	Bolt, 10-24 X 1, SS	4
	22S00016	N/Flyer		
8190179	216P-6	PARKER	Nipple, 3/8 PT	1
	G443980	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
8190181	5990188	N/Flyer	Cross, Pipe, 3/8 FPT	1
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1
	5956034	N/Flyer		
	0EL2	ENDRIES	Washer, Flat, #10	2
	10W00000	N/Flyer		
1041526	GKXC	ENDRIES	Bolt, 10-32 X 1/2, SS	2
	23S00008	N/Flyer		
	0EU0	ENDRIES	Washer, Lock, #10	2
	30W00000	N/Flyer		
8190116	5959924	N/Flyer	Nipple, 1/8 PT	1
Rear Shocks				
8393547	116434	N/Flyer	Shock Absorber Assembly	4
	90-2102SPI	KONI		
8393558	042588	N/Flyer	Mount Assembly Bolt Bar	8
1120029			Washer, Flat, 3/8	16
1111706			Locknut, 3/8-24	16
Rear Air Rides				
8393694	009594	N/Flyer	Rear Air Spring	4
	W01-W35-9127	KONI		
8890098	9420171PK	UCP	Nut: Stamped, 1/2"-20, Spring Steel	4
	9420171	MOHAWKMF		
8890099	107827PK	UCP	Nut, Stamped 3/4" X 16 Spring Steel	4
8230248	E1PR	ENDRIES	Washer, Lock, 1/2	16
	30W08000	N/Flyer		
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, 1/4 X 1/4	4

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2 X 1/4	4
	5956376	N/Flyer		
8393741	010380	N/Flyer	Bumper, Suspension, Rear Suspension	2
8393555	278901	N/Flyer	Spacer, Bumper Suspension	2
	30W06000	N/Flyer	Washer, Lockwasher 3/8"	4
8481916	10B06024	N/Flyer	BOLT: HEX 3/8" - 16 UNC X 1-1/2" LG	4
	LY22	ENDRIES		
8900022	20W06000	N/Flyer	WASHER: FLAT HARDENED 3/8"	4
1041523	LY26	ENDRIES	Bolt, 1/2-13 X 1	16
	10B08016	N/Flyer		
Rear Rods				
8393520	6314857	N/Flyer	Upper Radius Rod Bushing Kit	2
	070.480.013.000	ZFLEMFOR		
8393527	070.400.007.000	ZFLEMFOR	Upper Radius Rod Bushing Kit	2
	6346587	N/Flyer		
8393708	6322757NFA	N/Flyer	Lower Radius Rod Bushing	2
	6322757	N/Flyer		
8393712	6313765	N/Flyer	Lower Radius Rod Bushing Kit	2
8481617	20W12000	N/Flyer	Washer, Flat, 3/4	12
8393561	28FK	ENDRIES	Bolt, 3/4-10 X 4	8
	10B12064	N/Flyer		
8393560	2CSV	ENDRIES	Bolt, 3/4-10 X 3-1/2	4
	10B12056	N/Flyer		
8393709	5944550	N/Flyer	Lock Strap	2
8393710	10B12032	N/Flyer	Bolt, 3/4 X 2	4
Rear Leveling Valve				
8393532	228742	N/Flyer	Rear Leveling Valve	2
	52321-Q232	BARKSDAL		
8192696	E1PM	ENDRIES	Washer, Lock, 1/4	4
	30W04000	N/Flyer		
8192695	2D3L	ENDRIES	Nut, 1/4-20	4
	10N04000	N/Flyer		
8010109	245315	N/Flyer	Link Assembly	2
8032606	20B04016	N/Flyer	Bolt, SS, 1/4-20	4
8403762	50W04000	N/Flyer	Washer, Flat, SS, 1/4	12
1111958			Locknut, 1/4-20	4

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

8190091	5952460	N/Flyer	Connector, 3/8 O.D. X 1/4 MPT	2
8760045	2225-4	PARKER	Tee, Pipe, Brass	2
	5952468	N/Flyer		
8193727	1474-6B	FAIRVIEW	Elbow, 45 Deg, 3/8 O.D. X 1/4 MPT	1
	5946710	N/Flyer		
8682545	800375	BENDIXWE	Single Check Valve	1
	5957963	N/Flyer		
8192677	5946719	N/Flyer	Adapter, Tee	1
8190170	234815	N/Flyer	Elbow, 45 Deg, 1/2 O.D. X 1/4 PT	1
8190169	085269	N/Flyer	Elbow, 90 Deg, 1/2 O.D. X 1/4 PT	2
8190099	5953778	N/Flyer	Elbow, 90 Deg, 3/8 O.D. X 1/4 PT	1
1572637	2214P-4-4	PARKER	Elbow, 45 Deg, Street, 1/4 X 1/4	4
	5956172	N/Flyer		
7690124	VS68NTA-8-4	PARKER	Connector, Assembly, 1/2-1/4	5
	5956376	N/Flyer		
Rear Kneeling Valve				
8393503	038874	N/Flyer	Front Kneeling Valve	1
	SY3-12VDC	BERENDS		
8300459	14S00020	N/Flyer	Screw, PH Cross, SS, 10-24	4
8304665	50W00000	N/Flyer	Washer, Flat, SS, #11	4
8183043	0DNU	ENDRIES	Locknut, 10-24	4
	40N00000	N/Flyer		
8320121	VS269NTA-8-6	PARKER	Elbow, 90 Deg, 1/2 O.D. X 3/8 PT	1
	5946713	N/Flyer		
1576641	218P-6	PARKER	Plug, 3/8 NPT	1
	G127952	N/Flyer		
8192701	2225P-6	PARKER	Tee, Street, 3/8 PT	1
	5994473	N/Flyer		
8351714	VS68NTA-8-6	PARKER	Connector, 1/2 O.D. X 3/8 PT	1
	5955934	N/Flyer		
8303524	V5J22355DC1A8C	PARKER	Solenoid Valve	1
	5925595	N/Flyer		
8190178	204559	N/Flyer	Nipple, 3/8 X 1/8	1
1572645	3152X2	WEATHRHE	Plug, 1/8-27	1
	G444614	N/Flyer		
8190177	VS279NTA-6-2	PARKER	Elbow, 45 Deg, 3/8 O.D. X 1/8 O.D.	1
	121586	N/Flyer		
8351750	VS68NTA-6-6	PARKER	Connector, 3/8 O.D. X 3/8 MPT	1

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

	5956034	N/Flyer		
Doors				
	6001013828	Vapor	Entrance Door Repair Kit	1
	6001013829	Vapor	Exit Door Repair Kit	1
1121009			Washer, Lock SS 1/4	8
8080346	50N04000	N/Flyer	Nut, Hex SS 1/4" - 20 UNC, Exit Door	8
8403762	50W04000	N/Flyer	Washer, Flat SS 1/4"	8
8080317	268489	N/Flyer	Bolt, Carriage 1/4" - 20 UNC X 2" LG. SS,	8
Body				
7540162	16262	AUVECO	Rivet, Nylon, Ribbed Shank	35
	90221A12	MCMMASTER		
8020032	320324	N/Flyer	PLATE: PIVOT, ASM; SPORTWORKS VELOPORTER	1
	100530 - SPR	SPORTWRK		
Driveshaft Access Panel				
	6400528	N/Flyer	Access Panel Kit	1
Wheelchair Ramp				
	45864	Ricon	Ramp Repair Kit	1
	70-0160-5476-2	3M	Primer 94	as needed
	70-0705-4946-7	3M	Safety-Walk Brand Edge Sealing Compound	as needed
Front Wheelwell Modification				
1903001	1582A231	McMaster	Hinge, Piano, 19"	1
1438804			Screw, Tapping 10-32 X 1/2 Type F	6

BOM-006

SEAT INSERT FOR BUS 1001 THRU 1304

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
7600054	107964005NSNUB1	AMSEATIN	Insert, Seat Bottoms-Bus 1001 thru 1304	39
	6350971	N/Flyer		
	SKU-CUU-003927	KUSTSEAT		

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine SS #10-32 Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20
Back Inserts				
7600010	107962003NSNUB1	AMSEATIN	Seat Back 1001-1304	31
	6350970	N/Flyer		
	KSU-BKU-003925	KUSTSEAT		
8103515	107962003NSNTL5	AMSEATIN	Seat Back (W/C Logo) 1001-1304	8
	KSU-BKU-006175	KUSTSEAT		
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
8603017	66-084109-003	AMSEATIN	Screw, Machine, SS #10-32, Trimmed	20
	002	BETBANKS		
8103018	6321401	N/Flyer	Clip, Spring	20
8103019	6336905	N/Flyer	Clip, Plate Clip Retainer	20

NOTE: Seat clips must be reused. BOM includes extra hold downs to replace lost or broken parts.

BOM-007

SEAT INSERT FOR BUS 1000 AND 1305 THRU 1429

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Bottom Seat Insert				
8103696	151934NSNUHE(91500)	AMSEATIN	Insert, Transverse Seat Bottom-Bus 1000 and 1245 thru 1429	27
	6359567	N/Flyer		
8103519	151936NSNUB1	AMSEATIN	Onsert, Longitudinal Seat Bottom-Bus 1000 and 1245 thru 1429	12
	6355409	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		
Back Inserts				
8103520	150803NSNUB1	AMSEATIN	Logitutinal Seat Back 1000 & 1305-1429	8
	6355408	N/Flyer		
8103521	150803NSNTL5	AMSEATIN	Logitutinal Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355410	N/Flyer		
8103522	150801NSNTL5	AMSEATIN	Transverse Seat Back (W/C Logo) 1000 & 1305-1429	4
	6355411	N/Flyer		
8103524	150801NSNUB1	AMSEATIN	Transverse Seat Back 1000 & 1305-1429	23
	6355413	N/Flyer		
8103694	151419-000	AMSEATIN	Hook, Seat Insert	20
	6362537	N/Flyer		
8103692	151367-000	AMSEATIN	Bolt, Seat Insert	20
	6362538	N/Flyer		
8103020	6390367	N/Flyer	Clip, Plate Clip Retainer	20
8103021	6390368	N/Flyer	Clip, Spring	20
8103693	111759-004	AMSEATIN	Stud, Seat Insert	20
	6362536	N/Flyer		

NOTE: Seat clips must be reused extra hold downs to replace lost or broken parts.

BOM-008

CTA Lot No.	Mfr.Part No.	Mfr.	Description	Qty.
Air System				
8303521	5940337	N/Flyer	SWITCH: PARKING ELECTRICAL	1
	228750	BENDIXCOM		
8190118	045564	N/Flyer	Switch, Pressure 1 PSI	1
	78628-BB-01	HOBBS		
8243518	5964273	N/Flyer	SWITCH: STOP LIGHT	1
	286404	BENDIXCOM		

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

8183510	8112560	N/Flyer	SWITCH: LOW PRESSURE, NORMALLY OPEN	1
	76052-20	HOBBS		
8193509	5963964	N/Flyer	VALVE: RELEASE, QUICK	1
	229859	BENDIXCOM		
	641429	Nova		
8192671	6353331	N/Flyer	ASSEMBLY: BRAKE RELAY VALVE	1
	RKN28056	MERITOR		
3680016	084456	N/Flyer	VALVE: ABS, REGULATING VALVE ABS	4
	R955397	MERITOR		
	N26735	Nova		
	22900500	Optima		
8193523	5996782	N/Flyer	VALVE: ASSEMBLY, EMERGENCY BRAKE	1
	281481	BENDIXCOM		
8193522	5963962	N/Flyer	BRAKE: ASSEMBLY, PARKING BRAKE CONTROL	1
	284171	BENDIXCOM		
8183519	010263	NF	TREADLE: BRAKE TREADLE & PLATE ASSEMBLY	1
	107915N	BENDIXCOM		
HVAC				
8303717	015697		SWITCH: DEFROSTER/HEATER INSTALLATION	1
		NF		
8113582	015696	NF	KNOB: HEATER/DEFROSTER	1
8113534	083515		ASSEMBLY: DRIVER'S FAN - 24V	1
		NF		
8113511	6350889	NF	BLOWER: ASSEMBLY, HEATER/DEFROSTER	2
	15-1980	MOBILECL		
8113632	266202	NF	ASSEMBLY: HEATER/DEFROSTER, 24V	1
	MOBILECL	12-6036		
Electrical				
8300195	130985	N/Flyer	Cylinder, Assembly 50 lbs	2
8303755	302528	N/Flyer	Slider: Radio Box with Lock	4
6800052	12015792	Packrdel	Connector, 2-way, Male	1
7294416	12010300	DDC	Plug	2
	102904	N/Flyer		
3800112	DT04-3P	Deutsch	Receptacle, 3-way, DT Series	1
8304773	114017	Deutsch	Plug, Sealing Connector, DT Series	3
8290017	5925959	NF	SWITCH: TURN SIGNAL	2
8303557	254212	NF	SWITCH: DIMMER, DRIVER'S FOOT CONTROLS	2
8300364	22S04012		SCREW: HEX SS 1/4" - 20 UNC X 3/4" LG	4
		NF		

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

	51w04000	NF	WASHER: LOCK SPRING TYPE SS 1/4"	8
8343519	22S04024	NF	SCREW: HEX SS 1/4" - 20 UNC X 1-1/2" LG	4
	J147	ENDRIES		
8020168	048116	NF	SPACER: NYLON 3/4" THK., DRIVER'S FOOT	4
	RGOR	SPAENAU		
8080531	10S00016	NF	SCREW: FH CROSS, RECESS, SS, #10-24 X 1"	4
	0860	ENDRIES		
8234358	14S00016	NF	SCREW: PH CROSS RECESS SS #10 - 24 X 1"	4
	14S00016	WURTHADAM		
8343517	10S04016	NF	SCREW: FH CROSS RECESS SS 1/4" - 20 X 1"	11
	0868	ENDRIES		
8343515	20B05016	NF	BOLT: HEX SS 5/16" - 18 UNC X 1" LG	6
	X204	ENDRIES		
8020231	20B05036	NF	BOLT: HEX SS 5/16" - 18 UNC X 2-1/4" LG	3
8343508	056681	NF	ACCELERATOR: ASSEMBLY, ELECTRONIC	1
	350827	WILLIAMS		
8243519	114045	NF	SWITCH: DIMMER, DASH LITES	1

WARRANTY

Warranties in this Contract are in addition to any statutory remedies or warranties imposed on the Contractor. Consistent with this requirement, the Contractor warrants and guarantees to the CTA each completed bus and specific subsystems and components as follows. Performance requirements based on design criteria shall not be deemed a warranty item.

Engine basic warranty is 2 years

Engine extended warranty is 3 years or 250,000 miles;

Engine Warranty to include but not limited to:

Turbo, Coolers, Sensors, Valves, Heads, Crank, Cam, Rods, Piston, Fuel Pumps,
Water Pump, Vibration Dampeners, Thermostats, Mounting Hardware and Gaskets.

THERMACAT WARRANTY

Standard EPA aftertreatment warranty 5 years or 100,000 mile whichever comes first.

SUBSYSTEMS

Other subsystems shall be warranted to be free from defects and related defects for one year or 50,000 miles, whichever comes first. Other subsystems are listed below:

- a. **Heating, ventilating:** Roof and/or rear main unit only, including floor heaters and front defroster.
- b. **AC unit and compressor:** Roof and/or rear main unit only.
- c. **Door systems:** Door operating actuators and linkages.
- d. **Air compressor**
- e. **Air dryer**
- f. **Wheelchair ramp**

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

SUBSYSTEMS(continued)

- g. **Alternator:** Alternator/regulator.
- h. **Radiator/Charger air cooler:** Radiator/Charger air cooler including core, tanks and related surrounding framework and fittings.
- i. **Hydraulic systems:** Including radiator fan drive and power steering as applicable.
- j. **Transmission cooler**

SERIAL NUMBERS

Upon delivery of each bus, the Contractor shall provide a complete electronic list, using Microsoft Excel, of serialized units installed on each bus to facilitate warranty tracking. The list shall include, but is not limited to:

- a. engines
- b. transmission/electric drive
- c. alternator
- d. starter
- e. air compressor
- f. coolant heater

The Contractor shall provide updated serial numbers resulting from warranty campaigns. The format of the list shall be approved by the CTA prior to delivery of the first overhauled bus.

EXTENSION OF WARRANTY

If, during the warranty period, repairs or modifications on any bus are made necessary by defective design, materials or workmanship but are not completed due to lack of material or inability to provide the proper repair for thirty (30) calendar days, the applicable warranty period shall be extended by the number of days equal to the delay period.

VOIDING OF WARRANTY

The warranty shall not apply to the failure of any part or component of the bus that directly results from misuse, negligence or an accident or repairs. The warranty also shall be void if the CTA fails to conduct normal inspections and scheduled preventive maintenance procedures as recommended in the OEM maintenance manuals and if that omission caused the part or component failure. The CTA shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals.

EXCEPTIONS AND ADDITIONS TO WARRANTY

The warranty shall not apply to the following items:

- a. scheduled maintenance items
- b. normal wear-out items
- c. items furnished by the CTA

SUPERIOR WARRANTY

The Contractor shall pass on to the CTA any warranty offered by a component supplier that is superior to that required herein. The Contractor shall provide a list to the CTA noting the conditions and limitations of the Superior Warranty not later than the start of production. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PASS-THROUGH WARRANTY

Should the Contractor elect to not administer warranty claims on certain components and wish to transfer this responsibility to the sub-Suppliers, or to others, the Contractor shall request this waiver. Contractor shall state in writing that the CTA's warranty reimbursements will not be impacted. The Contractor also shall state in writing any exceptions and reimbursement including all costs incurred in transport of vehicles and/or components. At any time during the warranty period, the Contractor may request approval from the Chicago Transit Authority to assign its warranty obligations to others, but only on a case-by-case basis approved in writing by the CTA. Otherwise, the Contractor shall be solely responsible for the administration of the warranty as specified. Warranty administration by others does not eliminate the warranty liability and responsibility of the Contractor.

FLEET DEFECTS

A 'Fleet Defect' is defined as cumulative failures of any kind in the same components in the same or similar application where such items are covered by the warranty and such failures occur during the warranty period in the specified proportion of the buses under this Contract. For a failure of a component provided under the "Overhaul" program on the CTA, New Flyer, 1000 Series Bus of a quantity of buses returned to revenue service in excess of 50 buses, the 'fleet defect' shall be applicable on failures exceeding twenty (20) percent.

The Contractor shall correct a "Fleet Defect" under the warranty provisions defined in "Repair Procedures, Page SC-23." After correcting the defect, the CTA and the Contractor shall mutually agree to and the Contractor shall promptly undertake the complete a work program reasonably designed to prevent the occurrence of the same defect in all CTA, New Flyer, 1000 Series Buses overhauled under this Contract. Where the specific defect can be solely attributed to particular identifiable part(s), the work program shall include redesign and/or replacement of only the defectively designed and/or manufactured part(s). In all other cases, the work program shall include inspection and/or correction of such component on all of the buses "Overhauled" under this Contract via a mutually agreed arrangement.

If the 'fleet defect' occurs on a major component wherein the 'structural integrity' of the Bus may be compromised as determined by the CTA, the 'warranty period' for all "Overhauled" buses shall return to day one upon the repair, replacement or change to all such components and run for an additional twelve (12) month period.

REPAIR PROCEDURES

The Contractor is responsible for all warranty-covered repair Work. To the extent practicable, the CTA will allow the Contractor or its designated representative to perform such Work. At its discretion, the Chicago Transit Authority may perform such Work if it determines it needs to do so based on transit service or other requirements. Such Work shall be reimbursed by the Contractor.

REPAIRS BY THE CONTRACTOR

If the Chicago Transit Authority detects a defect within the warranty periods defined in this section, it shall, within thirty (30) days, notify the Contractor's designated representative. The Contractor or its designated representative shall, if requested, begin Work on warranty-covered repairs within five calendar days after receiving notification of a defect from the CTA. The CTA shall make the bus available to complete repairs timely with the Contractor's repair schedule.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

REPAIRS BY THE CONTRACTOR(continued)

The Contractor shall provide at its own expense all spare parts, tools and space required to complete repairs. At the CTA's option, the Contractor may be required to remove the bus from the CTA's property while repairs are being affected. If the bus is removed from the CTA's property, repair procedures must be diligently pursued by the Contractor's representative.

REPAIRS BY THE CHICAGO TRANSIT AUTHORITY

If the CTA performs the warranty-covered repairs, it shall correct or repair the defect and any related defects utilizing parts supplied by the Contractor specifically for this repair. At its discretion, the CTA may use Contractor-specified parts available from its own stock if deemed in its best interests.

The CTA may require that the Contractor supply parts for warranty-covered repairs being performed by the CTA. Those parts may be remanufactured but shall have the same form, fit and function, and warranty. The parts shall be shipped prepaid to the CTA from any source selected by the Contractor within fourteen (14) days of receipt of the request for said parts and shall not be subject to a CTA handling charge.

DEFECTIVE COMPONENT RETURN

The Contractor may request that parts covered by the warranty be returned to the manufacturing plant within five (5) days of the receipt claim. The freight costs for this action shall be paid by the Contractor. Materials should be returned in accordance with the "Warranty Processing Procedures, Page SC-25"

FAILURE ANALYSIS

The Contractor shall, upon specific request of the CTA, provide a failure analysis of Fleet Defect or safety-related parts, or major components, removed from buses under the terms of the warranty that could affect fleet operation. Such reports shall be delivered within 60 days of the receipt of failed parts.

REIMBURSEMENT FOR LABOR AND OTHER RELATED COSTS

The CTA shall be reimbursed by the Contractor for labor. The amount shall be determined by the Chicago Transit Authority for a qualified mechanic at a straight time wage rate of \$127.51 per hour, which includes fringe benefits and overhead adjusted for the CTA's most recently published rate in effect at the time the Work is performed, plus the cost of towing the bus if such action was necessary and if the bus was in the normal service area. These wage and fringe benefit rates shall not exceed the rates in effect in the CTA's service garage at the time the Defect correction is made. If the straight time wage rate increases during the contract period, then those rates will apply.

REIMBURSEMENT FOR PARTS

The CTA shall be reimbursed by the Contractor for defective parts and for parts that must be replaced to correct the defect. The reimbursement shall be at the current price at the time of repair and shall include taxes where applicable, plus eighteen and one half (18.5) percent handling costs. Handling costs shall not be paid if part is supplied by Contractor and shipped to CTA. If the handling cost percent increases during the contract period, then that percentage will apply.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

REIMBURSEMENT REQUIREMENTS

The Contractor shall respond to the warranty claim with an accept/reject decision including necessary failure analysis no later than sixty (60) days after the CTA submits the claim and defective part(s), when requested. Reimbursement for all accepted claims shall occur no later than sixty (60) days from the date of acceptance of a valid claim. The CTA may dispute rejected claims or claims for which the Contractor did not reimburse the full amount. The parties agree to review disputed warranty claims during the following quarter to reach an equitable decision to permit the disputed claim to be resolved and closed. The parties also agree to review all claims at least once per quarter throughout the entire warranty period to ensure that open claims are being tracked and properly dispositioned.

WARRANTY AFTER REPLACEMENT/REPAIRS

If any component, unit or subsystem is repaired, rebuilt or replaced by the Contractor or by the CTA with the concurrence of the Contractor, the component, unit or subsystem shall have the unexpired warranty period of the original. Repairs shall not be warranted if the Contractor-provided or authorized parts are not used for the repair, unless the Contractor has failed to respond within five days, in accordance with "Repairs by the Contractor, Page SC-24."

If an item is declared to be a Fleet Defect, the warranty stops with the declaration of the Fleet Defect. Once the Fleet Defect is corrected, the item(s) shall have three (3) months or remaining time and/or miles of the original warranty, whichever is greater. This remaining warranty period shall begin on the repair/replacement date for corrected items on each bus if the repairs are completed by the Contractor or on the date the Contractor provides all parts to the CTA.

WARRANTY PROCESSING PROCEDURES

The following list represents requirements by the Contractor to the CTA for processing warranty claims. One failure per bus per claim is allowed.

- a. total vehicle life mileage at time of repair
- b. date of failure/repair
- c. CTA item number and description
- d. component serial number
- e. description of failure
- f. all costs associated with each failure/repair (invoices may be required for third-party costs):
 - towing
 - road calls
 - labor
 - materials
 - parts
 - handling
 - troubleshooting time

FORMS

The CTA's forms will be accepted by the Contractor if all of the above information is included. Electronic submittal may be used if available between the Contractor and CTA.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

RETURN PARTS

When returning defective parts to the Contractor, the CTA shall tag each part with the following:

- a. bus number and VIN
- b. claim number
- c. part number
- d. serial number (if available)

TIMEFRAME

Each claim must be submitted no more than thirty (30) days from the date of failure and/or repair, whichever is later. All defective parts must be returned to the Contractor, when requested, no more than forty-five (45) days from date of repair.

REIMBURSEMENTS

Reimbursements are to be transmitted to the following address:

Chicago Transit Authority
567 West Lake Street
Chicago, Illinois 60661-1498

Attn.: Treasury Cashier Facility

CTA INSPECTION

The CTA Representative and/or Inspector shall inspect each mid-life "Overhaul Bus" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor pursuant to accepting the Bus for revenue service. Each mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and accepted by the CTA may be invoiced in accordance with the price(s) listed on the Proposal Page (P-1) under the Payment terms defined herein or as stipulated by the CTA, whichever is most favorable to the CTA. Any mid-life "Overhaul" of a CTA, New Flyer, 1000 Series Bus completed by the Contractor and determined to be unacceptable by CTA shall be re-worked and completed within a reasonable period of time after such rejection. The re-work of an unacceptable bus shall not be counted in the number of installations as per the "Float Schedule, Page SC-8".

PAYMENT

Payments will be made in accordance with the terms of this Contract (Net 30 days) and/or Contractor's invoice(s), whichever is most favorable to the CTA. Payment date(s) shall be calculated from receipt of invoice or final acceptance of goods or service, whichever is later.

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.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

PROMPT PAYMENT TO SUBCONTRACTORS(continued)

- 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.

PROPRIETARY INFORMATION

All CTA specifications, drawings, blueprints, Photostats and all other information furnished to the Contractor in connection with this Order are and shall remain the property of the CTA. Contractor will keep the same confidential and will not use or reproduce the same except for the performance of this Order, and on completion or termination of this Order or upon the written demand of the CTA, Contractor shall return same. CTA reserves the right to withhold final payment until such return is made.

BASIS OF CONTRACT AWARD

If awarded, Contract shall be made to the lowest responsive and responsible bidder. Bids will be evaluated by the fix price per kit and fix price per labor quoted on the Proposal Sheet.

CTA reserves the right to award a single contract for all items on Price Proposal Pages P-1 and P-2, a single contract for any combination of line items, or separate contracts for individual line items.

DOCUMENT PREPARATION

One (1) copy of this bid package is included. A copy shall be returned in its entirety with original signatures. It is not intended that this document be taken apart. Handwritten proposals are acceptable. If you disassemble the packages for duplicating purposes, take special precaution to reassemble the pages in order, and include all pages as they were originally bound.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACTUAL AUTHORITY

This Contract shall, under no circumstances grant Contractor exclusivity for providing the items and/or services as specified in this Contract and/or added during the term of this Contract. In addition, this Contract shall not prejudice the right of the CTA to seek competitive bids on such items and/or service, which cannot be provided by the Contractor in an expedited manner that are required to meet CTA needs to maintain service to the riding public during the term of this Contract that have been found to be available from alternate acceptable sources. If items are determined to be available from other sources (not identified as an O.E.M. maintenance and repair part and/or an approved equal part), such items may be purchased at will to meet CTA immediate needs and subsequently obtained through appropriate CTA procurement procedures, as applicable.

APPROVED MANUFACTURER

The manufacturer and/or supplier currently listed hereinafter for any part contained within a sub-kit, along with the applicable manufacturer part number, if any, is the **ONLY** approved or recommended manufacturer or supplier for the item(s) listed in this Section of the Special Conditions and further referenced within the Detailed Specification № CTA 9985-10.

It shall be the Bidders total responsibility to provide the actual approved part number as referenced in Special Conditions Page(s) (SC-9 to SC-21) of this solicitation. These sheets are to be included in the bid package.

SUPERSEDED PART NUMBERS

If the manufacturer's part number (as listed in the SC - 9 to SC - 21, Approved Manufacturer) is determined to be incorrect and/or the 'part number' has been superseded by an updated or new part number, the Bidder must provide the correct/updated information in the space(s) indicated on the Special Conditions Page(s) (SC-9 to SC-21) and indicate such change accordingly. CTA has the option and right to verify all superseded manufacturer part number(s). The CTA will not automatically approve and/or accept superseded manufacturer part numbers listed in the Price Proposal(s).

Acceptance and/or rejection of any superseded part number is subject to proper review and approval by Technical Services- Bus.

Each part, item, component or assembly which has a superseded part number WILL NOT be automatically accepted or approved by the CTA. All superseded part numbers are subject to a 'first issue' inspection which may be conducted by CTA, Quality Control. If a superseded part number has been accepted and approved after review by Quality Control, its 'new manufacturer part number' reference will be added to the Contract. If such an item has been judged to be unacceptable by appropriate Quality Control personnel and/or Technical Services - Bus, as appropriate, the superseded part number WILL NOT be included as part of the referenced Contract.

Any manufacturer part number superseded during the term of this Contract, MUST BE submitted to the Manager, Technical Services - Bus prior to shipment under this Contract. If, after inspection and evaluation, the superseded part number is approved, the superseded part number will be added to the Contract and Contractor shall ship any remaining balance due to the CTA. Any shipment of an item for inspection and/or subsequent return to the Contractor after disapproval is the responsibility of the Contractor.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

TERMINATION FOR DEFAULT

CTA may, by written notice of default to the Contractor, terminate the whole or any part of this Contract 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 if the Contractor fails to perform any of the other provisions of the 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 10 (ten) days (or such longer period as the Purchasing Manager or designee may authorize in writing) after receipt of notice from the Purchasing Manager or designee specifying such failure.

In the event that CTA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CTA shall not limit Procuring Agency's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

If the Contract is terminated in whole or in part for default, CTA may procure, upon such terms and in such manner as the Purchasing Manager or designee may deem appropriate, supplies or services similar to those so terminated. The Contractor shall be liable to CTA for any excess costs for such similar supplies or services, and shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Payment for completed supplies delivered to and accepted by CTA shall be at the Contract price. CTA may withhold from amounts otherwise due the Contractor for such completed supplies such sum as the Purchasing Manager or designee determines to be necessary to protect CTA against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this Contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of CTA.

The rights and remedies of CTA provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

COMPLIANCE WITH LAWS, REGULATIONS AND CODES

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

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

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 [5] years after completion of this Contract.

SUBSTITUTION AND/OR CHANGE OF PARTS BY THE CTA

CTA shall have the exclusive right during the term of this Contract to substitute, remove and/or change particular parts numbers within each of the sub-kits. Such change, removal and/or change shall be warranted by the fact it has been determined by appropriate CTA Representatives the parts have been; 1) included in a sub-kit incorrectly, 2) the wrong part number was included in the sub-kit and should be different, and; 3) the quantity required as listed in the sub-kit is incorrect. If it has been determined one of the aforementioned conditions occur, CTA and Contractor will resolve the issue to the satisfaction of both parties.

WAIVER

A waiver by the CTA of a breach of any provision hereof by Contractor or CTA failure to insist on strict performance or observance by Contractor of any provision of this Contract or CTA's rights in any one or more instances, shall not constitute a waiver by CTA in any other instance.

CTA ETHICS ORDINANCE

The Contractor must comply with the CTA's Ethics Ordinance posted on CTA's website at http://www.transitchicago.com/assets/1/procurement/ethics_code_2009.pdf, the provisions of which are hereby incorporated into this Contract. The Contractor agrees that, any Contract negotiated, entered into, or performed in violation of the Ethics Ordinance must be void as to the CTA.

CTA CHANGES

Contractor Changes

Any proposed change in this Contract shall be submitted to the Chicago Transit Authority for its prior approval. Oral change orders are not permitted. No change in this Contract shall be made without the prior written approval of the Contracting Officer. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the Contract and signed by the Contracting Officer.

Chicago Transit Authority Changes

A. Right to Change Services.

The CTA may at any time or from time to time, order additions, deletions, or revisions to the Work. If the Contractor does not have written authorization from the CTA to proceed with Changed Work, then the Contractor will not be compensated for any Changed Work.

All Changed Work must be executed under applicable conditions of the Contract Documents. It is agreed by the Contractor that any change resulting in Changed Work will be paid for items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of a Change Order.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CTA CHANGES(continued)

In the event of a decrease in the Work, the CTA will not pay for lost or anticipated profits resulting from partial or complete deletions of the Work and an equitable decrease of the Total Contract Price and Schedule will be made to reflect the terms of the Change Order as determined by the CTA.

B. Proposed Changes in Work.

The process for Changed Work is as follows. Bus Engineering will request the Contractor to submit a proposal for Changed Work. The Contractor shall submit a proposal within sixty (60) days after receipt of the Engineer's request or such shorter time as the Engineer may set forth in the request for Changed Work.

In the alternative, if the Contractor chooses to propose Changed Work, the Contractor must submit notice of such request to the CTA for its prior written approval. The CTA may choose to request Contractor to submit a Proposal within a specified time period after receiving Contractor's notice.

The Contractor's proposal shall set forth any changes to the Total Contract Price and Contract Time, in the opinion of the Contractor, to perform the Changed Work. The CTA may or may not choose to authorize the Contractor to perform the Changed Work as identified in the Proposal.

1. Proceed Orders and Change Orders.

Proceed Order - If the CTA orders Changed Work, and the Contractor and the CTA agree on an adjustment, if any, to the Total Contract Price, Contract Time, and/or Technical Specifications, the CTA will issue a Proceed Order. The General Manager, Purchasing's agreement to an adjustment under this Section is subject to final approval as required by the CTA's ordinances, regulations, and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Contractor to proceed with the Changed Work for which the Contractor and the General Manager, Purchasing propose in writing an adjustment in price, time and/or Technical Specifications, if applicable.

Proceed Orders will not entitle the Contractor to compensation or any other adjustment to the Technical Specifications until the Proceed Order is incorporated into a Change Order(s).

2. Change Order - The CTA may issue a Change Order as authorization for the Changed Work and/or for payment or time extension, or both. The CTA may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Work to be performed under the Contract or Work performed in accordance with previously authorized Proceed Orders. The Contractor cannot be compensated for any Work authorized through a Proceed Order until a Change Order is executed.

3. Directive Order - If the CTA orders Changed Work, and the Contractor and the CTA have not agreed on an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, the General Manager, Purchasing will issue a Directive Order directing Contractor to perform the Changed Work. The General Manager, Purchasing, may determine an adjustment to the Total Contract Price, Contract Time, and/or Technical Specifications, for the Changed Work. The decision of the General Manager, Purchasing, will be final and binding, subject only to DISPUTES. The Contractor shall perform the Changed Work as directed in the Directive Order. The Contractor's refusal or failure to proceed promptly with the Changed Work as directed shall constitute an event of default.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

SUSPENSION OF WORK

The Chicago Transit CTA may at any time and for any reason within its sole discretion issue a written order to the Contractor suspending, delaying or interrupting all or any part of the Work for a specified period of time.

The Contractor shall comply immediately with any such written order and take all reasonable steps to minimize costs allocable to the Work covered by the suspension during the period of work stoppage. Contractor shall continue the Work that is not included in the suspension and shall continue such ancillary activities as are not suspended. The Contractor shall resume performance of the suspended Work upon expiration of the notice of suspension, or upon direction from the CTA.

The Contractor shall be allowed an equitable adjustment in the Contract price (excluding profit) and/or an extension of the Contract time, to the extent that cost or delays are shown by the Contractor to be directly attributable to any suspension. However, no adjustment shall be made under this section for any suspension, delay or interruption due to the fault or negligence of the Contractor, or for which an equitable adjustment is provided for, or excluded under any other term or condition of the Contract. As soon as reasonably possible but no later than forty-five (45) calendar days, or any other period of time agreed to by the parties, after receipt of the written suspension of work notice, the Contractor shall submit to the Contracting Officer a detailed price and schedule Proposal for the suspension, delay or interruption.

EXCUSABLE DELAYS/FORCE MAJEURE

If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the CTA or by a cause as described below, then the time for completion and/or affected delivery date(s) shall be extended by the CTA subject to the following cumulative conditions:

- a. The cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award. Such cause may also include force majeure events such as any event or circumstance beyond the reasonable control of the Contractor, including but not limited to acts of God; earthquake, flood and any other natural disaster; civil disturbance, strikes and labor disputes; fires and explosions; war and other hostilities; embargo; or failure of third parties, including Suppliers or Subcontractors, to perform their obligations to the Contractor;
- b. The Contractor demonstrates that the completion of the Work and/or any affected deliveries will be actually and necessarily delayed;
- c. The Contractor has taken measures to avoid and/or mitigate the delay by the exercise of all reasonable precautions, efforts and measures, whether before or after the occurrence of the cause of delay; and
- d. The Contractor makes written request and provides other information to the CTA as described below.

A delay in meeting all of the conditions of this section shall be deemed an excusable delay. Any concurrent delay that does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

EXCUSABLE DELAYS/FORCE MAJEURE(continued)

None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay. None of the above shall relieve the Contractor of any liability for the payment of any liquidated damages owing from a failure to complete the Work by the time for completion that the Contractor is required to pay pursuant to "Liquidated Damages for Late Delivery of the Bus" for delays occurring prior to, or subsequent to the occurrence of an excusable delay.

The CTA reserves the right to rescind or shorten any extension previously granted, if subsequently the CTA determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided, however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the CTA will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.

No extension or adjustment of time shall be granted unless: (1) written notice of the delay is filed with the CTA within fourteen (14) calendar days after the commencement of the delay and (2) a written application therefore, stating in reasonable detail the causes, the effect to date and the probable future effect on the performance of the Contractor under the Contract, and the portion or portions of the Work affected, is filed by the Contractor with the CTA within thirty (30) calendar days after the commencement of the delay. No such extension or adjustment shall be deemed a waiver of the rights of either party under this Contract. The CTA shall make its determination within thirty (30) calendar days after receipt of the application.

TERMINATION FOR CONVENIENCE

The performance of Work under this Contract may be terminated by the CTA in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the CTA. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, and except as otherwise directed by the Contracting Officer, the Contractor shall do the following:

- a. Stop Work under the Contract on the date and to the extent specified in the notice of termination.
- b. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- c. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the CTA in the manner, at the times, and to the extent directed by the Contracting Officer, all of the right, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the CTA shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

TERMINATION FOR CONVENIENCE(continued)

- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contracting Officer, to the extent he or she may require, which approval or ratification shall be final for all the purposes of this clause.
- e. Transfer title to the CTA and deliver in the manner, at the times and to the extent, if any, directed by the Contracting Officer the fabricated or un-fabricated parts, Work in process, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of, the Work terminated, and the completed or partially completed plans, drawings, information and other property which, if the Contract had been completed, would have been required to be furnished to the CTA.
- f. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price(s) directed or authorized by the Contracting Officer, any property of the types referred to above, provided, however, that the Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the Contracting Officer, and provided further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the CTA to the Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the Contracting Officer may direct.
- g. Complete performance of such part of the Work as shall not have been terminated by the notice of termination.
- h. Take such action as may be necessary, or as the Contracting Officer may direct, for the protection or preservation of the property related to this Contract that is in the possession of the Contractor and in which the CTA has or may acquire an interest.

The Contractor shall be paid its costs, including Contract close-out costs, and profit on Work performed up to the time of termination. The Contractor shall promptly submit its termination claim to CTA to be paid the Contractor. Settlement of claims by the Contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Part 49 of the Federal Acquisition Regulations (48 CFR 49) except that wherever the word "Government" appears, it shall be deleted and the word "Chicago Transit Authority" shall be substituted in lieu thereof.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

DISPUTES

Any dispute concerning a question of fact arising under the Contract Documents that is not resolved by an agreement between the CTA and the Contractor will be decided by the General Manager of Purchasing. The General Manager of Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Contractor.

The decision of the General Manager of Purchasing will be final and binding on the Contractor unless, within thirty (30) days after receipt of a copy of a decision, the Contractor sends by certified mail, return receipt requested, a written appeal to the CTA's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Contractor will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Contractor unless the Contractor files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Contractor does not commence such an action for judicial review within 60 days after the Contractor receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Contractor waives all right to seek judicial review. Nothing in this relieves the Contractor from diligently proceeding with the Work under the Contract, as directed by the CTA.

OBLIGATION TO COMPLY WITH STATE AND FEDERAL LAW AND REGULATIONS AND CHANGES

The Contractor must at all times comply with all applicable IDOT, RTA and FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (18) dated October 2011 between the Authority and FTA, and any agreements between IDOT and RTA and RTA and CTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply will constitute a material.

CHANGES OF LAW

Changes of Law that become effective after the Proposal Due Date may result in price changes. If a price adjustment is indicated, either upward or downward, it shall be negotiated between the Chicago Transit Authority and the Contractor and the final Contract price will be adjusted upwards or downwards to reflect such changes in Law, provided however, that no such price adjustment will be made for existing laws and regulations which include effective dates after the Proposal Due Date. Any such price adjustment is subject to audit.

GOVERNING LAW AND CHOICE OF FORUM

The Contractor hereby irrevocably submits to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Contractor agrees that service of process on the Contractor may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

GENERAL NONDISCRIMINATION CLAUSE

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation or age, discriminate or permit discrimination against any person or group of people in any manner prohibited by federal, state or local laws.

CONFLICTS OF INTEREST

No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Work or the carrying out of the Work to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.

In accordance with 41 USC § 22, the Contractor agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising here from.

The Contractor covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and subcontractors presently have no interest and must not acquire any interest, direct or indirect, in the Work to which this Contract pertains, which would conflict in any manner or degree with the performance of the Work hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest must be employed by the Contractor.

The Contractor is prohibited from performing any work or services for the Authority under this contract that conflict with work or services that the Contractor performs under any other contract with the Authority. Such conflicts include, but are not limited to, design work for the Project under another contract, supervision or management for the Project under another contract, and review or audit work for the Project under another contract. The restrictions in this paragraph are applicable to all subcontractors. The Contractor has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS

In accordance with 49 CFR § 18.36(i), 49 CFR § 19.48(d), and 49 USC § 5325(a), provided the CTA is the FTA recipient or a sub-grantee of the FTA recipient, the Contractor agrees to provide the CTA, FTA, the Comptroller General of the United States, the Secretary of the U.S. Department Transportation, the State of Illinois or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor that are directly pertinent to or relate to this Contract (1) for the purpose of making audits, examinations, excerpts and transcriptions and (2) when conducting an audit and inspection.

1. In the event of a sole source Contract, single Proposal, single responsive Proposal, or competitive negotiated procurement, the Contractor shall maintain and the Contracting Officer, the U.S. Department of Transportation (if applicable) or the representatives thereof shall have the right to examine all books, records, documents and other cost and pricing data related to the Contract price, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

MAINTENANCE OF RECORDS; ACCESS BY CTA; RIGHT TO AUDIT RECORDS(continued)

Data related to the negotiation or performance of the Contract shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, including review of accounting principles and practices that reflect properly all direct and indirect costs anticipated for the performance of the Contract.

2. For Contract modifications or change orders the Contracting Officer, the U.S. Department of Transportation, if applicable, or their representatives shall have the right to examine all books, records, documents and other cost and pricing data related to a Contract modification, unless such pricing is based on adequate price competition, established catalog or market prices of commercial items sold in substantial quantities to the public, or prices set by law or regulation, or combinations thereof. Data related to the negotiation or performance of the Contract modification or change order shall be made available for the purpose of evaluating the accuracy, completeness and currency of the cost or pricing data. The right of examination shall extend to all documents necessary for adequate evaluation of the cost or pricing data, along with the computations and projections used therein, either before or after execution of the Contract modification or change order for the purpose of conducting a cost analysis. If an examination made after execution of the Contract modification or change order reveals inaccurate, incomplete or out-of-date data, the Contracting Officer may renegotiate the Contract modification or change order price adjustment, and the CTA shall be entitled to any reductions in the price that would result from the application of accurate, complete or up-to-date data. Lines 2 to end of paragraph are off by one space on the left margin.

The requirements of this section are in addition to other audit, inspection and record-keeping provisions specified elsewhere in the Contract documents.

NOTE: FTA does not require contractors to flow down these requirements to Subcontractors.

AMENDMENT

Any modification or amendment of any provisions of any of the Contract documents shall be effective only if in writing, signed by authorized representatives of both the CTA and Contractor, and specifically referencing this Contract.

WAIVER

In the event that either party elects to waive its remedies for any breach by the other party of any covenant, term or condition of this Contract, such waiver shall not limit the waiving party's remedies for any succeeding breach of that or of any other term, covenant or condition of this Contract.

REMEDIES NOT EXCLUSIVE

The rights and remedies of the CTA provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

COUNTERPARTS

This Contract may be executed in any number of counterparts. All such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original thereof.

SEVERABILITY

Whenever possible, each provision of the Contract shall be interpreted in a manner as to be effective and valid under applicable law. However, if any provision, or part of any provision, should be prohibited or invalid under applicable law, such provision, or part of such provision, shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Contract.

THIRD-PARTY BENEFICIARIES

No provisions of the Contract shall in any way inure to the benefit of any third party, including the public at large, so as to constitute such person a third-party beneficiary of the Contract or of any one or more of the terms and conditions of the Contract or otherwise give rise to any cause of action in any person not a party to the Contract, except as expressly provided elsewhere in the Contract.

ASSIGNMENT OF CONTRACT

Neither party will assign or subcontract its rights or obligations under the Contract without prior written permission of the other party, and no such assignment or subcontract will be effective until approved in writing by the other party.

INDEPENDENT PARTIES

The Contractor is an independent contractor with respect to the performance of all Work hereunder, retaining control over the detail of its own operations, and the Contractor shall not be considered the agent, employee, partner, fiduciary or trustee of the CTA.

INTELLECTUAL PROPERTY INDEMNIFICATION

The Chicago Transit Authority shall advise the Contractor of any claim or impending patent suit related to this Contract against the Chicago Transit Authority and provide all information available. The Contractor shall defend any claim suit or proceeding brought against the Chicago Transit Authority based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Contractor shall pay all Chicago Transit Authority damages and costs resulting therefrom, excluding incidental and consequential damages. In case said equipment, or any part thereof, is in such suit claimed to constitute infringement and use of said equipment or parts is enjoined, the Contractor shall, at its own expense and at its option, either procure for the Chicago Transit Authority the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

DATA RIGHTS

Proprietary Rights/Rights in Data

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. It includes the proprietary rights of the following:

- a. Shop drawings and working drawings
- b. Technical data including manuals or instruction materials, computer or microprocessor software
- c. Patented materials, equipment, devices or processes
- d. License requirements

The Chicago Transit Authority shall protect proprietary information provided by the Contractor to the fullest extent of the law. The Contractor shall grant a non-exclusive license to allow the Chicago Transit Authority to utilize such information in order to maintain the vehicles. In the event that the Contractor no longer provides the information the Chicago Transit Authority has the right to reverse engineer patented parts and software.

The Chicago Transit Authority reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the following subject data for its purposes: (1) any subject data required to be developed and first produced in the performance of the Contract and specifically paid for as such under the Contract, whether or not a copyright has been obtained; and (2) any rights of copyright to which the Contractor, Subcontractor or Supplier purchases ownership for the purpose of performance of the Contract and specifically paid for as such under the Contract. The Contractor agrees to include the requirements of this clause, modified as necessary to identify the affected parties, in each subcontract and supply order placed under the Contract.

ACCESS TO ONBOARD OPERATIONAL DATA

The Chicago Transit Authority grants to the Contractor the right to inspect, examine, download, and otherwise obtain any information or data available from components provided by the Contractor, including, but not limited to, any electronic control modules or other data-collection devices, to the extent necessary to enable Contractor to perform reliability maintenance analysis, corrective action and/or other engineering type Work for the bus. This right expressly excludes access to information or data collected on any equipment not provided and installed by the Contractor.

ASSURANCE OF COMPLIANCE WITH 49 CFR PART 26

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.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONFIDENTIAL INFORMATION

The Chicago Transit Authority shall employ sound business practices no less diligent than those used for the Chicago Transit Authority's own confidential information to protect the confidence of all licensed technology, software, documentation, drawings, schematics, manuals, data and other information and material provided by the Contractor pursuant to the Contract that contain confidential commercial or financial information, trade secrets or proprietary information as defined in, Illinois laws, against disclosure of such information and material to third parties except as permitted by the Contract. The Contractor shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information, with such determinations to be made by the Chicago Transit Authority in its sole discretion, bears appropriate notices relating to its confidential character.

During the performance of the Work under the Contract, it may be necessary for either party (the "Discloser") to make confidential information available to the other party (the "Recipient"). The Recipient agrees to use all such information solely for the performance of the Work under the Contract and to hold all such information in confidence and not to disclose same to any third party without the prior written consent of the Discloser. Likewise, the Recipient agrees that all information developed in connection with the Work under the Contract shall be used solely for the performance of the Work under the Contract, and shall be held in confidence and not disclosed to any third party without the prior written consent of the Discloser.

This Confidentiality section shall survive the termination or expiration of the Contract.

PARTS AVAILABILITY GUARANTEE

The Contractor hereby guarantees to provide, within reasonable periods of time, the spare parts, software and all equipment necessary to maintain and repair the buses supplied under this Contract for a period of at least twelve (12) years after the date of acceptance. Parts shall be interchangeable with the original equipment and shall be manufactured in accordance with the quality assurance provisions of this Contract. Prices shall not exceed the Contractor's then-current published catalog prices.

Where the parts ordered by the Chicago Transit Authority are not received within two working days of the agreed-upon time and date and a bus procured under this Contract is out of service due to the lack of said ordered parts, then the Contractor shall provide the Chicago Transit Authority, within eight (8) hours of the Chicago Transit Authority's verbal or written request, the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority.

Where the Contractor fails to honor this parts guarantee or parts ordered by the Chicago Transit Authority are not received within thirty (30) days of the agreed-upon delivery date, then the Contractor shall provide to Chicago Transit Authority, within seven (7) days of the Chicago Transit Authority's verbal or written request, the design and manufacturing documentation for those parts manufactured by the Contractor and the original Suppliers' and/or manufacturers' parts numbers, company names, addresses, telephone numbers and contact persons' names for all of the specific parts not received by the Chicago Transit Authority. The Contractor's design and manufacturing documentation provided to the Chicago Transit Authority shall be for its sole use in regard to the buses procured under this Contract and for no other purpose.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CIVIL RIGHTS REQUIREMENTS

The following requirements apply to the underlying Contract:

1. **Nondiscrimination:** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal transit law at 49 USC § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity:** The following equal employment opportunity requirements apply to the underlying Contract:
 - a. **Race, Color, Creed, National Origin, Sex:** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal transit laws at 49 USC § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 *et seq.*, (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action 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 for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. **Age:** In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC §§ 623 and Federal transit law at 49 USC § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities:** In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
3. The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Chicago Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
5. Payrolls and basic records. (I) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis- Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT(continued)

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323(j) and 49 CFR Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR Part 661.7, and include microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR Part 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

A Proposer must submit to the Authority the appropriate Buy America certification with all Proposals or bids on FTA-funded contracts, except those subject to a general waiver. Proposals or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

FLY AMERICA

The Contractor agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of federal funds and their contractors are required to use U.S. flag air carriers for U.S. government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

SUSPENSION AND DEBARMENT

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C, and must include the requirement to comply with 49 CFR 29, Subpart C, in any lower-tier covered transaction it enters into.

SPECIAL CONDITIONS
CONTRACT № C12FR101208860
SPECIFICATION №'s- Listed behind the Title page

OBLIGATION TO COMPLY WITH THE INSPECTOR GENERAL ORDINANCE

The Contractor agrees to comply with all of the requirements of CTA's Ordinance No. 99-173, as it may be amended from time to time, the provisions of which are incorporated into this Contract to the same force and effect as if set forth in full herein. As required by Ordinance No. 99-173, as amended, the Contractor agrees to cooperate fully and expeditiously with the CTA's Inspector General in all investigations or audits. This obligation applies to all officers, directors, agents, partners, employees, and Subcontractors of the Contractor.

SURVIVAL

The following sections shall survive the nominal expiration or discharge of other Contract obligations, and the CTA may obtain any remedy under law, Contract or equity to enforce the obligations of the Contractor that survive the manufacturing, warranty and final payment periods:

- a. "Intellectual Property Indemnification"
- b. "Data Rights"
- c. "Indemnification"
- d. "Governing Law and Choice of Forum"
- e. "Disputes"
- f. "Confidential Information"
- g. "Parts Availability Guarantee"
- h. "Access to Records"

AUTHORITY PROPOSAL PROTEST PROCEDURE

CTA's protest procedures for all RFPs, IFBs and LIQs are available on-line in Chapter 15 of the following document:

[http://www.transitchicago.com/assests/1/procurement/Procurement_Poliy_and_Procedur es_Versions_2_1_\(3_8_12\).pdf](http://www.transitchicago.com/assests/1/procurement/Procurement_Poliy_and_Procedur es_Versions_2_1_(3_8_12).pdf)

Any protest regarding the solicitation, evaluation or award must be submitted in accordance with these protest procedures.

DAMAGES

CTA shall in no event be liable to Contractor for special, contingent or consequential damages.

CHICAGO TRANSIT AUTHORITY
DETAILED SPECIFICATION
FOR
OVERHAUL KITS AND/OR SERVICE OF THE 1000 THRU 1429
SERIES BUSES

SPECIFICATION NO. 9985-12

1. SCOPE

- 1.1 This specification details the requirements for a contractor to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 series bus numbers 1000 thru 1429 New Flyer LFS 40 ft model buses. Bus 1005 is the prototype for this overhaul and will not be included.
- 1.2 The CTA's 1000-series buses are equipped with Cummins ISM06 CM875 model year diesel engines. If overhaul services are required, the Contractor shall remove and replace existing engine(s) with Cummins Recon® Brand remanufactured or brand new Cummins ISM06 engine(s). In addition, the ZF 6HP592C transmission shall be removed and replaced with an identical ZF Industries, Inc. authorized rebuilt transmission(s).
- 1.3 The contractor shall use and/or supply for this overhaul program the following eight (8) component kits:
- Kit one (BOM-001) shall include the engine package;
 - Kit two (BOM-002) shall include air system, HVAC, auxiliary heater, additional engine parts and electrical parts;
 - Kit three (BOM-003) shall include radiator parts;
 - Kit four (BOM-004) shall include a Diesel Particulate Filter (DPF) retrofit kit;
 - Kit five (BOM-005) shall include all suspension, body, ramp, entrance and exit door, and driveshaft access door parts;
 - Kit six (BOM-006) shall include seat insert parts;
 - Kit seven (BOM-007) shall include seat insert parts;
 - Kit eight (BOM-008) shall include additional air system, HVAC and electrical parts.

The CTA reserves the right to purchase any combination and quantity of overhaul kits required during the duration of the contract.

- 1.4 A complete repair/overhaul shall include; but not be limited to, removal and replacement of engine package, auxiliary heater, air system parts, suspension parts, ramp, entrance and exit door parts and HVAC parts. It shall also include a new radiator assembly and DPF retrofit kit.

1. **SCOPE (Cont.)**

- 1.4.1 The Contractor shall return vehicles completely repaired in compliance with this specification.
- 1.4.2 Notwithstanding the statements in this specification, the Contractor shall be held responsible for the repair and overhaul of the vehicles in a workmanlike and professional manner. All parts and assemblies must fit and function properly after installation.

2. **OVERHAUL SERVICE**

- 2.1 The contractor shall supply all labor and parts, if awarded. ALL PARTS SHALL BE NEW, OEM, UNLESS OTHERWISE SPECIFIED AS REMANUFACTURED, OR APPROVED EQUAL, AUTHORIZED BY CTA.
- 2.2 The word "new" as used throughout this document shall be understood to mean a component or assembly that has not been previously used. The phrase 1000-series New Flyer shall be understood to mean bus numbers 1000 thru 1429.
- 2.3 Contractor is referred to the lists of parts/kits at the end of this specification marked as BOM-001, 002, 003, 004, 005, 006, 007 and 008 in the Special Conditions. Each BOM table list shows the item description, part number and item usage per bus on that specific system being overhauled.
- 2.4 The CTA reserves the right to add or delete part numbers as required.
- 2.5 The Contractor shall provide a secured area for the storage of parts furnished by or being returned to Chicago Transit Authority. Disposition of parts shall be made by CTA.

3. **OVERHAUL KITS**

- 3.1 If awarded, the contractor shall supply as requested overhaul parts/kits at the end of this specification marked as BOM-001, 002, 003, 004, 005, 006, 007 and 008 in the Special Conditions. Each BOM table list shows the item description, part number and item quantity per kit.
- 3.2 ALL PARTS SHALL BE NEW, OEM, UNLESS OTHERWISE SPECIFIED AS REMANUFACTURED, OR APPROVED EQUAL, AUTHORIZED BY CTA.
- 3.3 All repair kits shall be delivered to Chicago Transit Authority's South Shop facility or third party specified by the CTA in their original manufactures container.

3. OVERHAUL KITS (Cont.)

- 3.4 Parts must be identified as OEM parts or CTA approved equals with the company's logo and part number on the individual parts or packaging.
- 3.5 A distributor supplying unmarked parts must provide authorized documentation with each order stating that these parts are genuine OEM or CTA approved equal parts. This documentation shall be on the manufacturer's letterhead, executed at the corporate level, and state the manufacturer will honor all warranties and product support as required for the item(s) supplied.
- 3.6 Deviations in the parts specified in the Contract Documents will not be accepted unless previously approved in writing by the CTA.
- 3.7 All kits provided shall be packaged in the original manufacturer's packaging, whenever possible, for kit identification and to prevent damage, distortion or other defects which may occur during shipping. All kits shall be labeled with the proper CTA item number and include a packing slip listing the quantity, description, and part number of each item supplied in the box.
- 3.7.1 All sub-kits within main kits called for in the BOM's shall be individually packaged within each main kits box, packed in separate packaging, and labeled in accordance with 3.7.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE

- 4.1 Contractor and/or Sub-contractor providing Recon® or Cummins ISM06 CM875 engine must be an Authorized Cummins Corporation Dealer or Distributor.
- 4.2 Contractor or its sub-contractor shall have sufficient plant capacity, machines, tooling, shop equipment and skilled labor to perform all work stated in this specification.
- 4.3 The CTA reserves the right to conduct an on-site visit to inspect the shop and facility of the Contractor, or its sub-contractors, as necessary to determine compliance and/or conformance to this specification requirement.
- 4.4 The entire interior area of the completed bus shall be thoroughly cleaned before delivery of the bus, so that it could be placed into immediate revenue service without delay. Any visible graffiti in the bus interior shall be completely removed.
- 4.5 All inside lighting fixtures and lenses shall be thoroughly cleaned. Any parts that need to be replaced shall be referred to the CTA inspector for disposition.
- 4.6 It is intended that the work be carried-out to completion with the utmost speed consistent with good workmanship.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE (Cont.)

- 4.7 CTA will provide to Contractor up to ten (10) buses to be used as floats for the duration of the contract.
- 4.8 Contractor shall perform all repair work at a shop within a fifty (50) mile radius of the intersection of Madison and State Street, Chicago, Illinois. CTA personnel shall transport the buses for repair work to the Contractor's repair facilities. The Contractor shall be liable for additional transportation charges for towing a bus; using a flatbed, if their repair facilities exceed the fifty (50) mile radius. Refer to the special conditions section of the contract documents for additional information.
- 4.9 Pre-award questions or any issue thereof regarding this contract and the specification shall be directed to the CTA's Procurement Administrator listed on the cover of the Contract Document.
- 4.10 After award of contract and during the bus overhaul period all questions regarding any parts or technical information required in this contract shall be directed to the Project Manager, 7801 S. Vincennes Ave., Chicago, Illinois 60620, tel. no. (773) 874-7100, ext 7224.
- 4.11 All buses leaving CTA property under this bus overhaul contract shall have a Shop Work Order, which identifies the overall condition of each bus. In certain cases, the Work Order will identify certain conditions (e.g. component repair or replacement, other than non-functional system, etc.) that may exist on the bus that are important to the Contractor prior to initiating the complete overhaul of the bus.
- 4.12 CTA's resident inspector(s) shall be stationed at the Contractor's or subcontractor's facility for the entire duration of the contract to ensure specification compliance and to resolve any issues pertaining to parts that are questionable as to whether it needs replacement or not.
- 4.13 If the Contractor discovers discrepancies not covered under this specification, they are to immediately notify the Contract Officer. The Contract Officer will ascertain if such discrepancies are necessary or required to be repaired under this contract and request Contractor to provide a detailed estimate of such repair.
- 4.14 Contractor may be required to furnish information to the Project Manager, which may include, but shall not be limited to:
- a. Copy of pick-up/delivery record;
 - b. Engine, transmission, coolant heater, etc. serial numbers;
 - c. Complete parts list with OEM part numbers;
 - d. Copy of the billing invoice.

4. GENERAL REQUIREMENTS FOR OVERHAUL SERVICE (Cont.)

- 4.15 Contractor shall indicate in their proposal the location of the repair facility. Contractor shall indicate in their proposal the name and telephone number of a person, who can be contacted for service during CTA normal business hours. CTA business hours are from 7:00 A.M. to 3:30 P.M., Monday through Friday.
- 4.16 The contractor must also meet the following requirements:
- The understanding of the functionality and the ability to repair and diagnose the CAN line as it pertains to the engine package (engine and transmission), HVAC and coolant heater;
 - Interpret wiring diagrams and Ladder logic.

5. DETAIL REQUIREMENTS**5.1 Engine**

- 5.1.1 Replacement Parts (new)
- a. All applicable seals and gaskets;
 - b. All self-locking nuts, lock washers and locking fasteners;
 - c. All new filter elements shall be included and installed;
 - The air filter shall be a CTA approved equal;
 - d. All premium grade silicone hoses refer to Detail Specification # CTA 4745. Silicone hoses shall be clamped at each end of the hose with new stainless steel constant torque clamps;
 - e. All hose clamps, Wiring wraps, clamps, bushings, fittings and insulators shall be replaced with new;
 - f. Air intake and CAC hoses (both sides);
 - g. Belts;
 - h. Air Compressor intake and discharge hose;
 - i. All parts designated as replacement if required shall be replaced with new;
 - j. Exhaust flex connector and clamps;
 - k. Charge air cooler
 - l. Hydraulic oil cooler.
- 5.1.2 Contractor shall follow Cummins service manual for ISM06 CM875 model engine for removing, installing and adjusting all engine parts. Any deviations from these established procedures, clearances, tolerances, etc. contained therein shall not be permitted unless specifically stated in the specification or approved by the CTA inspector. Contractor shall refer to the Detail Specification No. 1060. For non engine related repairs the contractor shall refer to New Flyer maintenance manuals for SR1074, 1110, 1120 and 1126.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.3 The engine manufacturing facility, processes, shop tools, equipment and calibration shall comply with the standards established by Cummins Corporation.
- 5.1.4 Each bus covered in this contract shall have its original Cummins ISM06 engine and ZF Industries transmission package removed and replaced with new and/or Cummins ISM Recon® remanufactured diesel engine and a rebuilt ZF Industries transmission. The engine package part number is Cummins #DR27012RXM280ZF. The only exceptions are noted below.
- 5.1.5 The replacement engine shall be the latest Cummins ISM06 diesel engine, which incorporates all the latest modifications (mechanical or electronic system), and other engine modifications done by Cummins that the CTA is unaware of. The replacement engines shall be certified to be in compliance with the applicable EPA emissions guidelines.
- 5.1.6 Contractor shall only use the following fluids identified as CTA approved (attachment A):

<u>Description</u>	<u>CTA L/N</u>	<u>Spec#</u>
Engine Oil	1481042	2921
Trans Oil	1485309	1036
P/S Oil	1481099	2142
Anti Freeze	1464725	137
Aviation Fluid	1481041	399
Grease	1482030	22

- 5.1.7 All fluid lines and air piping shall be supported to prevent chafing damage, fatigue failures, and tension strain. Lines shall be secured with heavy-duty, stainless steel, full silicone rubber clamps. All flexible lines shall be as short as practicable. Flexible hoses and fluid lines shall not touch one another, or any part of the bus.
- 5.1.8 Wiring harnesses are to be properly routed and supported using full silicone rubber insulated P clamps. TY-RAPS® shall only be used to group or "bundle" the wiring but not for support.
- 5.1.9 Contractor shall drain and remove the radiator/CAC/oil cooler assembly. A new radiator/CAC/oil cooler assembly shall be installed. A new Fleetguard coolant conditioner shall be installed. A new coolant overflow bottle shall be installed. If original radiator design is used (attachment B) refer to CTA drawing S1-1765 for the brackets needed to mount the overflow bottle. Refill the coolant system with new anti-freeze as detailed in the latest version of CTA's Detailed Specification 137. Contractor shall follow latest Cummins and New Flyers procedure for refilling and pressure checking the coolant system.

5. DETAIL REQUIREMENTS (Cont.)

- 5.1.10 Once all components are removed from the engine compartment the Contractor is required to clean the engine compartment of all grease and dirt and inspect the structure for cracks. CTA has seen cracking in the bus structure for the engine compartment. If cracking is found it shall be brought to the CTA inspector for disposition.
- 5.1.11 Contractor shall install a DPF system following the manufacture's installation instructions.
- a. Contractor shall provide a separate identification tag (attached to the DPF), as well as an Installation Verification Record type form for each DPF installed on a bus to identify and track each DPF's warranty history. Forms shall be submitted to the Project Manager.
 - b. Contractor shall also provide to the Project Manager, a complete master list of the DPF serial numbers for those DPF's provided under this Contract. This list shall include, but not limited to: date of installation, bus number, engine serial number, back pressure test valve, DPF part number, and DPF serial number
 - c. For EPA and warranty purpose, installation of the DPF system shall be done by a certificated installer only.
- 5.1.11.1 The manufacturer supplying the aftermarket DPF (BOM-004) shall provide hardware and software to diagnosis DPF system to CTA. In addition, the manufacturer shall interface with Clever Devices AVM system. It is the manufacturer's responsibility to obtain AVM certification from Clever.
- 5.1.12 CTA is currently removing the Spinner filter, Contractor shall remove the Spinner filter, oil lines and air line if one is still installed on the vehicle. Once lines are removed, pipe plug fittings shall be used to plug lines.
- 5.1.13 Contractor shall change all the hardware for both engine struts. Contractor shall follow New Flyer ITS 4656 (attachment C) for installation and adjusting the engine struts. CTA has seen structural cracking in the area of the A/C L-support bracket behind the curbside corner pillar. If cracking is found it shall be brought to the CTA inspector for disposition.
- 5.2 Transmission**
- 5.2.1 The CTA's 1000-series buses are equipped with ZF transmissions. Contractor shall remove and replace each bus transmission covered in this contract with a completely remanufactured ZF or ZF authorized remanufactured transmission with an oil cooler. Contractor shall refer to the Detail Specification No. 5396

5. DETAIL REQUIREMENTS (Cont.)

5.2.1 (Cont.)

attached at the end of this document. The ZF transmission with cooler is included in the engine package.

5.2.2 The CTA will provide the Contractor with at least four (4) units of either a completely rebuilt ZF transmission, or a combination of a rebuilt and core transmissions to be used as "float" units for the duration of the contract.

5.2.3 At the end of the contract period, Contractor shall return the "float" transmissions to the CTA as rebuilt transmission units.

5.2.4 A remanufactured dynamically balanced propeller shaft with new universal joints shall be installed.

5.3 ProHeat Coolant Heater

5.3.1 The CTA's 1000-series buses are equipped with the ProHeat model M80 coolant heater.

5.3.2 Contractor shall remove and install a new ProHeat assembly. All new ProHeat assemblies shall have the validated software Rev level, TBD.

5.3.3 Contractor shall install a new 5 ply silicone elbow for the coolant heater water outlet.

5.4 HVAC System

5.4.1 The CTA's 1000-series buses are furnished with Thermo King model T11-M114 HVAC system. All repairs made to the HVAC system shall be made by a Thermo King certified technician. TK's service manual shall be followed for all repairs and adjustments.

5.4.2 Contractor shall remove and replace the filter-drier with a new OEM filter-drier or CTA approved equal. To minimize the loss of refrigerant both hand valves shall be shut off prior to removal of the filter-dryer. Evacuate the filter-dryer and tubing between both hand valves. If the HVAC system is not working correctly or is in need of additional repair it shall be brought to the attention of the CTA inspector for disposition. The Thermo King configuration Rev level shall be checked and if not at the validated rev level "52V or 52Y" it shall be updated.

5. DETAIL REQUIREMENTS (Cont.)

- 5.4.3 Contractor shall change all the parts included in TK's rebuild kit listed below:
1. Clutch Kit
 2. Clutch Seal Kit
 3. LPCO Switch
 4. HPCO Switch
 5. Discharge Temperature Switch
 6. Suction Transducer
 7. Evaporator Motor
 8. Discharge Transducer
 9. Water and Ambient Temperature Sensor
 10. Return Air Sensor
 11. Internal Seal
 12. Dust Seal for Nose Cone
 13. Condenser Motors
- 5.4.4 TK's rebuild kit includes a compressor acid kit to test the compressor oil. The compressor oil shall be tested first before any repair is started to the compressor. If the test fails or there are any other issues not covered in this specification, it shall be brought to the attention of the CTA inspector for disposition.
- 5.4.5 Contractor shall change the streetside and curbside heater blower assembly and the driver fan assembly. Also, the contractor shall change the front heater/defroster assembly.
- 5.4.6 Contractor shall change the evaporator motor, couplings and bushings. Parts are included in TK's repair kit. Contractor shall follow TK's procedure aligning the evaporator motor shaft and bushings.
- 5.4.7 Contractor shall follow CTA bulletin AS-26-482B (attachment D) for aligning and adjusting the AC compressor and belt tension.
- 5.4.8 Contractor shall grease the clutch bearing and both shaft bearings using Thermo King approved grease, CTA lot number 1485300.
- 5.4.9 Each bus HVAC system shall then be checked and inspected per THERMO KING "ANNUAL BUS AIR CONDITIONING PREVENTIVE MAINTENANCE C INSPECTION" (attachment E). Contractor shall remove all debris from the condenser and evaporator coil and thoroughly clean both coils and all related parts in the rear HVAC unit following TK's procedure.
- 5.4.10 Contractor shall change the marine pump and solenoid valve assemblies.

5. DETAIL REQUIREMENTS (Cont.)

5.5 Seat Inserts

- 5.5.1 Contractor shall remove and replace with new all seat inserts.

5.6 Suspension System

- 5.6.1 The bus suspension system shall be completely overhauled and a two wheel laser alignment shall be performed. All disassembled suspension component assemblies shall be put back together using new suspension hardware/fasteners.
- 5.6.2 Air Springs - The front and rear suspension air springs and mounting hardware shall be removed and replaced with new OEM air springs or CTA approved equal. All suspension fasteners shall use the inch system (Unified or American National Screw Threads), unless otherwise specified.
- 5.6.3 Upon completion of the air spring installation, the lower and upper mounting locations shall be checked/tested for air leakage using in-house air. No air leakage is permissible. If leakage is found on any of the air springs during the air leak test, the air spring shall be replaced. The system shall again be retested until a leak free system is established.
- 5.6.4 Contractor shall change all four suspension bumpers with new.
- 5.6.5 Leveling Valves - The front and rear air suspension leveling valves shall be removed and replaced with new OEM leveling valves, or CTA approved equal with new linkage. Note: The front and rear leveling valves are not interchangeable.
- 5.6.6 Radius Rods - The radius rods shall all be removed and inspected for bent tube(s), bushing bore cracks, and excessive bushing bore wear or elongation. Any radius rods with bushing bore elongation, cracks or deformation must be replaced with new OEM, or CTA approved equal. All rods with non-elongated bore(s) and no deformation or cracks could therefore be re-bushed with new OEM or CTA approved equal radius rod bushings and shall be reinstalled with associated new hardware. All new bushings shall be checked using a GO/NO-GO gauge provided by the CTA. Contractor shall also inspect the rear lower rod mounting pin using a GO/NO-GO gauge provided by the CTA and notify the CTA inspector if found defective.
- 5.6.7 Kneeling Valves - Contractor shall remove and install new kneeling valves and solenoid. New Flyer ITS 3555 (attachment F) shall be followed for the rear valve installation.

5. DETAIL REQUIREMENTS (Cont.)

- 5.6.8 Access Panel Curbside Shock – Contractor shall modify the access to the curbside shock; refer to CTA drawing S3-578 (attachment G).
- 5.6.9 Drive Shaft Access Panel – Contractor shall install a drive shaft access panel following New Flyers procedure (attachment H).
- 5.6.10 Air Valves – Contractor shall remove and install new brake treadle, parking brake valve, emergency brake release valve, relay valve, quick release valve and all ABS regulating valves.

5.7 Entrance and Exit Doors

- 5.7.1 Contractor shall refurbish the entrance doors utilizing the Vapor parts kit included in BOM-005. The entrance doors shall be adjusted correctly using Vapors maintenance manual. Vapor has supplied a procedure (attachment I) that shall also be followed. Vapors entrance door kit includes:

1. Doors seals
2. Door bearings
3. Rod pivots
4. Retainer
5. Brushes
6. Roller
7. Engine assembly
8. Collar
9. Pin
10. Mounting bracket

- 5.7.2 Contractor shall refurbish the exit doors utilizing the Vapor parts kit included in BOM-005. The exit doors shall be adjusted correctly using Vapors maintenance manual and diagnostic software confirming no fault exceptions. Vapor has supplied a procedure (attachment J) that shall also be followed. Vapor exit door kit includes:

1. Door seals
2. Retainer
3. Cylinder & valve assembly
4. Spring
5. Conduit & plate assembly
6. Gasket
7. Label

5. DETAIL REQUIREMENTS (Cont.)

5.8 Ramp

5.8.1 Contractor shall refurbish the ramp by utilizing the Ricon parts kit included in BOM-004. Refer to Ricon's Modification Instructions (attachment K) for additional installation instructions. Note: steps 16 through 20 do not apply to CTA installation. Ricon ramp kit includes:

1. Lifting strap
2. Bushing kit
3. Solenoid
4. Relay
5. Heater Kit
6. Hydraulic hoses
7. Pillow block bearings
8. Safetread
9. Arm assemblies
10. Scuff plate and support
11. Proximity switches

5.8.2 Contractor shall change all safetread following Ricon's procedure. Contractor shall use Ricon's recommended Primmer (3M Primmer 94) and edge sealer (3M Safety-Walk Brand Edge Sealing Compound) for install the safetread following Ricon's procedure (attachment L).

5.8.3 The ramp shall be cleaned of all debris including the trim pockets. Contractor shall inspect the ramp to ensure the drainage holes are cleaned and present. Refer to New Flyer ITS 3234 (attachment M). If the contractor finds loose or damaged ramp trim or the ECM not potted they shall notify the CTA inspector for disposition.

5.9 Electrical

5.9.1 Contractor shall remove and install a rebuilt or new alternator and belt. The rebuilding of the alternator shall follow CTA specification 7958.

5.9.2 Contractor shall remove GeoGuidance brake monitoring following the procedure provided by CTA (attachment N).

5.9.3 Contractor shall change both low coolant sensors. The engine's low coolant sensor shall be changed from a two pin to three pin following CTA's procedure provided by CTA (attachment O).

5.9.4 Contractor shall replace the locking sliders on the radio box trays using New Flyer IST 3185 (attachment P).

5. DETAIL REQUIREMENTS (Cont.)

5.9.5 Contractor shall replace the accelerator pedal, turn signal switches, dimmer switches and pressure & stop switches with new.

5.9.6 Contractor shall remove the rear Event Data Recorder (EDR) and mount it horizontally using stainless steel rivnut and mounting hardware. Contractor shall use a template to mount the rear EDR in its new location referencing CTA drawing number S1-1766 (attachment Q).

5.10 Bus Body

5.10.1 Window vandal shields shall be inspected for damage and replaced as necessary.

5.10.2 Vendor shall change the bike ramp pivot plate assembly with new.

5.11 Paint

5.11.1 Contractor shall repaint the entire exterior body of the bus, except the roof, with the original paint color scheme.

5.11.2 Before any paint application, the surfaces to be painted shall be properly prepared by washing or wiping the surface with an appropriate solvent. The painted surfaces are to be sanded to provide excellent paint adhesion of the topcoat. Care shall be taken that all hidden surfaces and crevices are thoroughly painted. Paint shall be applied smoothly and evenly with the finished surface free of dirt and the following other imperfections:

- A. Blisters or bubbles appearing in the topcoat film.
- B. Chips, scratches, or gouges of the surface finish.
- C. Cracks in the paint film.
- D. Craters where paint failed to cover due to surface contamination.
- E. Overspray.
- F. Peeling
- G. Runs or sags from excessive flow and failure to adhere uniformly to the surface.
- H. Chemical stains and water spots.

5.11.3 To the degree consistent with industry standards for commercial vehicle finishes, painted surfaces shall have gloss and orange peel shall be minimized. All exterior finished surfaces shall be impervious to diesel fuel, gasoline and commercial cleaning agents. Finished surfaces shall resist damage by controlled applications of commonly used graffiti-removing chemicals.

5.11.4 Paint for the exterior of the bus be polyurethane automotive type or equal and shall match the following colors:

5. **DETAIL REQUIREMENTS (Cont.)**

5.11.4 (Cont.)

<u>Color</u>	<u>CTA Lot No.</u>	<u>VALSPAR p/n</u>
White	3540097	327 W 1916
Grey	3540096	327 N 1728
Black	3540095	327 K 090

Red Stripe, Blue Stripe, Logos and Numbers shall be reflective decal type, 3M Image Graphics Ruby Red 580-82 and Blue 580-75 or equal.

5.11.5 All old CTA logos and decals on all sides of the bus shall be removed and replaced with new logos and decals. CTA will furnish samples of all logos to the contractor.

5.11.6 All old bus numbers located on all four sides shall be removed and replaced with a new identical bus number, size and color. Bus numbers located on the all four sides of the bus shall be reflective vinyl.

6. **MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS)**

6.1 If and when applicable, contractor personnel shall be required to utilize the CTA's Maintenance Management Information System (MMIS) in order to track and record any service or repair work done in or out of warranty on a CTA vehicle. If and when applicable, contractor personnel shall be required to access the MMIS system on a daily basis to identify and schedule any service, repair, or warranty work, as well as for any data entry or data maintenance work. If requested by the CTA, the contractor shall provide on a monthly basis, unless directed otherwise by the CTA due to a special situation, an Excel compatible spreadsheet detailing the nature of any work performed by the contractor on a CTA vehicle, including, but not necessarily limited to, an itemized cost of the work performed and any parts and their associated part numbers used.

6.1.1 If any contractor personnel requires training on the CTA's MMIS, then the CTA shall provide for the necessary MMIS training for contractor personnel. The CTA shall not provide any reimbursement to the contractor for any expenses incurred by the contractor for contractor personnel MMIS training.

7. **WARRANTY**

7.1 The contractor shall refer to the Special Conditions section of the Contract Document for detailed warranty requirements.

8. **APPROVED AND NON-APPROVED ITEM INFORMATION**

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

9. **ADDITIONAL INFORMATION FOR POTENTIAL CONTRACTORS**

- 9.1 Potential contractors requiring any additional information on any subject matter in the Contract Document shall only contact the CTA Procurement Administrator or Buyer whose name is stated in the Contract Document. Potential contractors who may require additional information from a person or persons potentially listed in the Special Conditions section of the Contract Document shall route their request only through the Procurement Administrator or Buyer. Potential contractors who contact any CTA personnel other than the Procurement Administrator or Buyer will be considered in violation of the provisions set forth in the Contract Document.

Distribution: Manager, Bus Technical Services

JSC/tb - Initial Specification – 05/18/12

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION FOR

REPLACEMENT DIESEL ENGINE PACKAGES; CUMMINS RECON BRAND

SPECIFICATION NO. 1060-10

1. SCOPE & INTRODUCTORY INFORMATION

- 1.1 This specification will describe the requirements for a contractor to furnish and deliver, as and if requested during the term of a given contract, various models and configurations of genuine Cummins ReCon Brand remanufactured diesel engines, with or without a genuine ZF Brand factory new or a genuine ZF Brand factory remanufactured automatic transmission attached, to be used as replacement units in buses that were originally delivered to the Chicago Transit Authority (CTA) with a Cummins Brand diesel engine and a ZF Brand automatic transmission combination by the original bus manufacturer.

2. GENERAL INFORMATION & REQUIREMENTS

- 2.1 The CTA will furnish the contractor one (1) Cummins Brand engine core for each Cummins ReCon Brand engine that the contractor furnishes the CTA. The CTA will furnish Cummins Brand engine cores that meet the requirements for an acceptable engine core as stated in Cummins Engine Company current factory literature. If a given engine core furnished by the CTA does not meet the previously stated requirement, then the contractor has the right to refuse acceptance of that core.
- 2.2 The CTA will furnish the contractor one (1) ZF Brand automatic transmission core for each genuine ZF Brand factory new or genuine ZF Brand factory remanufactured automatic transmission that the contractor furnishes the CTA. ZF North America, Inc. defines an acceptable automatic transmission core as meeting all of the following requirements:

- 1) Housing must not be cracked or damaged.
- 2) Input and output must rotate independently of each other
- 3) Must not have been used without lubricant
- 4) Must include all of its parts

If a given ZF Brand automatic transmission core furnished by the CTA does not meet all of the four (4) above stated requirements, then the contractor has the right to refuse acceptance of that core.

2. GENERAL INFORMATION & REQUIREMENTS (Continued)

- 2.3 There will be a single CTA location for engine core or combination engine and transmission core pick-up by the contractor, as well as engine delivery or combination engine and transmission delivery by the contractor. See the Special Conditions section of the Contract Document for location declaration as well as acceptable days and hours for pick-up and/or delivery operations.
- 2.4 The Special Conditions section of the Contract Document will state warranty requirements. Please see this section for warranty requirement details.
- 2.5 For warranty tracking purposes, the contractor shall furnish each applicable engine component, and any applicable ancillary components on the engine, sprayed with a unique paint color on its exterior surface for each specific contract. Actual paint color to be used shall be agreed upon by the CTA and the contractor after award of contract.
- 2.6 Each engine control module (ECM), or the equivalent acronym for the same function, shall be furnished programmed, according to the template developed by the CTA and the applicable bus manufacturer, prior to its delivery to the CTA. Additional details will be provided to the contractor on this subject matter by the CTA's Bus Technical Services Department after award of contract.
- 2.7 The CTA reserves the right to add or subtract Cummins ReCon Brand engine models, as well as ZF Brand automatic transmission models, during the term of a given contract due to the possibility of changes in the CTA bus fleet.
- 2.8 The contractor is not allowed to deviate from any item stated in this specification unless each such deviation is first requested in writing to, and approved in writing by, the CTA's Manager of Bus Technical Services.

3. DETAIL REQUIREMENTS – CUMMINS ISC ENGINE MODEL

- 3.1 Contractor shall furnish and deliver, as and if requested by the CTA, a Cummins ReCon Brand Model ISC remanufactured engine in the three (3) configurations described below. The CTA will declare the configuration(s) required, along with quantity requirements, when an order or a release is issued.
 - 3.1.1 ISC Engine Configuration #1 - Basic Package - Cummins #DR25878RX. The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISC remanufactured engine.

3. DETAIL REQUIREMENTS – CUMMINS ISC ENGINE MODEL (Continued)

- 3.1.2 ISC Engine Configuration #2 – Basic Package Plus Specified Ancillary Items – Cummins #DR25878C250. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine core. Each ISC Engine Configuration #2 Package will include all of the listed items that follow.

- (1) Cummins ReCon ISC Engine - #DR25878RX
- (1) Cummins ReCon of a Delco 41MT Starter - #3675197RX
- (1) Sauer-Danfoss Hydraulic Pump - #550137982182165
- (1) Nelson Muffler/Catalyst - #200031A
- (1) Niehoff Alternator - #C701
- (1) Niehoff Voltage Regulator - #A2-322
- (1) Novabus/Prevost Dipstick - #N8892113
- (1) Novabus/Prevost Dipstick Tube - #N8892114
- (1) Novabus/Prevost Belt Guard - #N27613
- (1) Novabus/Prevost Oil Filler Pipe - #N30041
- (1) Novabus/Prevost Probalyzer - #G1002386
- (1) Novabus/Prevost Exhaust Heat Shield - #N26335
- (1) Novabus/Prevost Exhaust Pipe - #N31853
- (1) Novabus/Prevost Turbocharger Heat Shield - #N27528
- (1) Novabus/Prevost Muffler Support Bracket - #N13816
- (2) Novabus/Prevost Motor Mount Assembly - #N34877, N13967, N35140, N30973, & N13969-02
- (1) Novabus/Prevost Muffler Heat Shield - #N31988
- (1) Novabus/Prevost Front Engine Mount - #N21540
- (1) Cummins Ring Gear - #3908546
- (1) Cummins/Fleetguard Fuel-Water Separator - #FS1022
- (4) Parker 919 Series Stainless Steel Braided over Teflon Brand Material Fuel, Air, Oil, & Coolant Lines – As Required
- (8) Nord-Lock Washers - #N32118
- (20) Breeze CT Series Constant Torque Hose Clamps – Various Sizes
- (30) Umpco SS Series Stainless Steel P-Clamps – Various Sizes
- (15) Silicone Hose Per SAE Standard J20R1 – Various Sizes

- 3.1.3 ISC Engine Configuration #3 – Basic Package Plus Specified Ancillary Items, Plus Genuine ZF Brand Factory New or ZF Brand Factory Remanufactured Automatic Transmission Mounted to Engine – Cummins #DR25878C250ZF. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine and transmission combination as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine and transmission combination core. Each ISC Engine Configuration #3 Package will include all items listed in Section 3.1.2 above plus all of the listed items that follow.

3. DETAIL REQUIREMENTS – CUMMINS ISC ENGINE MODEL (Continued)

3.1.3 (Cont.)

- (1) ZF Brand Automatic Transmission - #4149 046 003
- (10) Novabus/Prevost Mounting Hardware (Bolt) - #N21857
- (10) Novabus/Prevost Mounting Hardware (Washer) - #N21858
- (2) Novabus/Prevost Mounting Hardware (Screw) - #N21859
- (8) Novabus/Prevost Mounting Hardware (Screw) - #N21997

Note: The hardware items listed above are used to attach the ring gear flange to the transmission's torque converter as well as to attach the flex plate to the converter.

4. DETAIL REQUIREMENTS – CUMMINS ISB ENGINE MODEL

- 4.1 Contractor shall furnish and deliver, as and if requested by the CTA, a Cummins ReCon Brand Model ISB remanufactured engine in the configuration(s) stated below. The CTA will declare the configuration(s) required, along with quantity requirements, when an order or release is issued.

- 4.1.1 ISB06 Engine Configuration #1 – Basic Package – Cummins #DR26203CTA. (For Optima Brand, CTA Series 500 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISB remanufactured engine.
- 4.1.2 ISB06 Engine Configuration #2 – Basic Package – Cummins #DR26205CTA. (For New Flyer/ISE Hybrid Brand, CTA Series 900 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISB remanufactured engine.

5. DETAIL REQUIREMENTS – CUMMINS ISL ENGINE MODEL

- 5.1 Contractor shall furnish and deliver, as and if requested by the CTA, a Cummins ReCon Brand Model ISL remanufactured engine in the configuration(s) stated below. The CTA will declare the configuration(s) required, along with quantity requirements, when an order or a release is issued.
- 5.1.1 ISL06 Engine Configuration #1 – Basic Package – Cummins #DR26204CTA. (For New Flyer/Allison Hybrid Brand, CTA Series 800 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISL remanufactured engine.

5. DETAIL REQUIREMENTS – CUMMINS ISL ENGINE MODEL (Continued)

5.1.2 ISL07 280 HP Engine Configuration #1 – Basic Package – Cummins #DR27009RX. (For New Flyer Brand, CTA Series 1630 thru 2029 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISL07 emission remanufactured engine.

5.1.3 ISL07 280 HP Engine Configuration #2 – Basic Package Plus Specified Ancillary Items- Cummins # DR27009RXL280. (For New Flyer Brand, CTA Series 1630 thru 2029 buses). All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine core. Each ISL07 Engine Configuration #2 Package will include all of the listed items that follow.

- (1) Cummins ReCon ISL07 Engine - #DR27009RX
- (1) Delco 41MT Starter - #260807
- (1) Sauer-Danfoss Hydraulic Pump - #298178
- (1) CES DPF - #4965244NX
- (1) CES DOC - #4969846NX
- (1) Niehoff Alternator - #C703A
- (1) Niehoff Voltage Regulator - #A2-214
- (1) New Flyer Dipstick and Tube- #3968449
- (1) New Flyer Probalyzer - #041652
- (2) New Flyer Front Engine Mount - #237387
- (15) Parker 919 Series Stainless Steel Braided over Teflon Brand Material Fuel, Air, Oil, & Coolant Lines – As Required
- (10) Breeze CT Series Constant Torque Hose Clamps – Various Sizes
- (30) Umpco SS Series Stainless Steel P-Clamps – Various Sizes

5.1.4 ISL07 280 HP Engine Configuration #3 – Basic Package Plus Specified Ancillary Items, Plus Genuine ZF Brand Factory New or ZF Brand Factory Remanufactured Automatic Transmission Mounted to Engine – Cummins #. DR27009RXL280ZF (For New Flyer Brand, CTA Series 1630 thru 1929 buses). All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine and transmission combination as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine and transmission combination core.

- (1) ZF Brand Automatic Transmission - #4182 054 020
- (4) New Flyer Mounting Hardware (Bolt) - #6326698
- (4) New Flyer Mounting Hardware (Washer) - #6319594
- (4) New Flyer Mounting Hardware (Screw) - #6326688

5. DETAIL REQUIREMENTS – CUMMINS ISL ENGINE MODEL (Continued)

5.1.4 (Cont.)

- (8) New Flyer Mounting Hardware (Screw) - #117139
- (4) New Flyer Flexplate - #6326691
- (1) New Flyer Crank Adapter - #6326693
- (1) New Flyer Clamping ring - #6326694
- (1) New flyer Ring Gear – #6326696

- 5.1.5 ISL07 330 HP Engine Configuration #1 – Basic Package – Cummins #DR27036RX. (For New Flyer Brand, CTA Series 4000 thru 4207 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISL07 emission remanufactured engine.

6. DETAIL REQUIREMENTS – CUMMINS ISM ENGINE MODEL

- 6.1 Contractor shall furnish and deliver, as and if requested by the CTA, a Cummins ReCon Brand Model ISM (model year 2006 and 2007) remanufactured engine in the configuration(s) stated below. The CTA will declare the configuration(s) required, along with quantity requirements, when an order or a release is issued.

- 6.1.1 ISM06 Engine Configuration #1 – Basic Package – Cummins #DR27012RX. (For New Flyer Brand, CTA Series 1000 thru 1429 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISM06 remanufactured engine.

- 6.1.2 ISM06 Engine Configuration #2 – Basic Package Plus Specified Ancillary Items – Cummins #DR27012RXM280. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine core. Each ISM06 Engine Configuration #2 Package will include all of the listed items that follow.

- (1) Cummins ReCon ISM06 Engine - #DR27012RX
- (1) Cummins ReCon of a Delco 41MT Starter - #3604321RX
- (1) Sauer-Danfoss Hydraulic Pump - #163D71012
- (1) CES Muffler/Catalyst - #201757A
- (1) Niehoff Alternator - #C703A
- (1) Niehoff Voltage Regulator - #A2-214
- (1) New Flyer Dipstick - #2878041
- (1) New Flyer Dipstick Tube - #3896305
- (1) New Flyer Probalyzer - #041652
- (2) New Flyer Front Engine Mount - #237387

6. DETAIL REQUIREMENTS – CUMMINS ISM ENGINE MODEL (Continued)

6.1.2 (Cont.)

- (15) Parker 919 Series Stainless Steel Braided over Teflon Brand Material Fuel, Air, Oil, & Coolant Lines – As Required
- (10) Breeze CT Series Constant Torque Hose Clamps – Various Sizes
- (30) Umpco SS Series Stainless Steel P-Clamps – Various Sizes
- (6) Silicone Hose Per SAE Standard J20R1 – Various Sizes

6.1.3 ISM06 Engine Configuration #3 – Basic Package Plus Specified Ancillary Items, Plus Genuine ZF Brand Factory New or ZF Brand Factory Remanufactured Automatic Transmission Mounted to Engine – Cummins #DR27012RXM280ZF. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine and transmission combination as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine and transmission combination core.

Each ISM06 Engine Configuration #3 Package will include all items listed in Section 6.1.2 above plus all of the listed items that follow.

- (1) ZF Brand Automatic Transmission - #4149 054 041
- (4) New Flyer Mounting Hardware (Bolt) - #014866
- (4) New Flyer Mounting Hardware (Washer) - #022680
- (4) New Flyer Mounting Hardware (Screw) - #014868
- (8) Cummins Mounting Hardware (Screw) - #4071043
- (4) Cummins Flexplate - #3820495
- (1) Cummins Crank Adapter - #3251635
- (1) Cummins Clamping ring - #3251636
- (1) ZF Ring Gear – 4139 330 6327

6.1.4 ISM07 Engine Configuration #1 – Basic Package – Cummins # DR27014RX. (For New Flyer Brand, CTA Series 1430 thru 1629 buses). The engine shall include all ancillary engine components as stated in current Cummins Engine Company factory literature for a Cummins ReCon Brand Model ISM07 remanufactured engine

6.1.5 ISM07 Engine Configuration #2 – Basic Package Plus Specified Ancillary Items – Cummins # DR27014RXM280. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine core. Each ISM07 Engine Configuration #2 Package will include all of the listed items that follow.

6. DETAIL REQUIREMENTS – CUMMINS ISM ENGINE MODEL (Continued)

6.1.5 (Cont.)

- (1) Cummins ReCon ISM06 Engine - #DR27014RXXRX
- (1) Cummins ReCon of a Delco 41MT Starter - #3604321RX
- (1) After Treatment Injector - #4955465NX
- (1) Sauer-Danfoss Hydraulic Pump - #317347
- (1) CES DPF - #4965244NX
- (1) CES DOC - #4969846NX
- (1) Niehoff Alternator - #C703A
- (1) Niehoff Voltage Regulator - #A2-214
- (1) New Flyer Dipstick - #3106027
- (1) New Flyer Dipstick Tube - #3896305
- (1) New Flyer Probalyzer - #041652
- (2) New Flyer Front Engine Mount - #237387
- (15) Parker 919 Series Stainless Steel Braided over Teflon Brand Material Fuel, Air, Oil, & Coolant Lines – As Required
- (10) Breeze CT Series Constant Torque Hose Clamps – Various Sizes
- (30) Umpco SS Series Stainless Steel P-Clamps – Various Sizes
- (6) Silicone Hose Per SAE Standard J20R1 – Various Sizes

6.1.6

ISM07 Engine Configuration #3 – Basic Package Plus Specified Ancillary Items, Plus Genuine ZF Brand Factory New or ZF Brand Factory Remanufactured Automatic Transmission Mounted to Engine – Cummins # DR27014RXM280ZF. All specified ancillary items, as stated in this section, shall be the genuine brand name stated, factory new, unless stated otherwise. Contractor shall furnish each engine and transmission combination as described in this section on a pooled CTA owned and CTA furnished transport frame. The CTA will also utilize a transport frame from the same pool when furnishing the contractor each engine and transmission combination core. Each ISM07 Engine Configuration #3 Package will include all items listed in Section 6.1.2 above plus all of the listed items that follow.

- (1) ZF Brand Automatic Transmission - #4182 054 020
- (4) New Flyer Mounting Hardware (Bolt) - #10B07024
- (4) New Flyer Mounting Hardware (Washer) - #014183
- (4) New Flyer Mounting Hardware (Screw) - #014866
- (8) Cummins Mounting Hardware (Screw) - #4071043
- (4) Cummins Flexplate - #3820495
- (1) Cummins Crank Adapter - #3251635
- (1) Cummins Clamping ring - #3251636
- (1) ZF Ring Gear - #4139 130 089

7. PRODUCT AND TECHNICAL SUPPORT

- 7.1 The contractor shall provide for the following before and after the sale product and technical support:
- 7.1.1 Have a staff of trained and certified technicians on all the Cummins Brand engine models mentioned in this specification.
 - 7.1.2 Have training personnel capable of training CTA technicians on past, current and future engine product offerings from Cummins Engine Company.
 - 7.1.3 Have technical support personnel on Cummins Brand engines available 24 hours per day, seven days per week.
 - 7.1.4 Have or develop a working relationship in resolving issues with the various original equipment manufacturer (OEM) bus brands the CTA has in its fleet.
 - 7.1.5 Participate in regular CTA meetings that address any issue concerning Cummins Brand products.
 - 7.1.6 Work regularly with CTA personnel on cost reduction projects.
 - 7.1.7 Have technicians capable of using tooling such as, but not necessarily limited to, Insite, Canalyzer, and Caltherm in order to support CTA efforts to meet all applicable vehicle emission laws or regulations during the entire operating lifetime of a Cummins Brand engine.

8. MAINTENANCE MANAGEMENT INFORMATION SYSTEM (MMIS)

- 8.1 If and when applicable, contractor personnel shall be required to utilize the CTA's Maintenance Management Information System (MMIS) in order to track and record any service or repair work done in or out of warranty on a CTA vehicle. If and when applicable, contractor personnel shall be required to access the MMIS system on a daily basis to identify and schedule any service, repair, or warranty work, as well as for any data entry or data maintenance work. If requested by the CTA, the contractor shall provide on a monthly basis, unless directed otherwise by the CTA due to a special situation, an Excel compatible spreadsheet detailing the nature of any work performed by the contractor on a CTA vehicle, including, but not necessarily limited to, an itemized cost of the work performed and any parts and their associated part numbers used.
- 8.2 If any contractor personnel requires training on the CTA's MMIS, then the CTA shall provide for the necessary MMIS training for contractor personnel. The CTA shall not provide any reimbursement to the contractor for any expenses incurred by the contractor for contractor personnel MMIS training.

9. ADDITIONAL INFORMATION FOR POTENTIAL CONTRACTORS

- 9.1 Potential contractors requiring any additional information on any subject matter in the Contract Document shall only contact the CTA Procurement Administrator or Buyer whose name is stated in the Contract Document. Potential contractors who may require additional information from a person or persons potentially listed in the Special Conditions section of the Contract Document shall route their request only through the Procurement Administrator or Buyer. Potential contractors who contact any CTA personnel other than the Procurement Administrator or Buyer will be considered in violation of the provisions set forth in the Contract Document.

Distribution: Manager, Bus Technical Services

RK/dsd - Initial Specification - 05/12/98
JSC/tb – 11th Revision – 08/30/10

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
REBUILDING ZF T-DRIVE TRANSMISSIONS
SPECIFICATION NO. CTA 5396-10

1. SCOPE

- 1.1 This specification covers the rebuilding of ZF T-Drive Transmissions used in CTA revenue equipment.

2. TRANSMISSION MODELS

- 2.1 The following ZF transmissions and part numbers are used in CTA revenue equipment.
- 2.2 The 4HP552C transmission, part no. 4149 046 003, is used in CTA's 6400 series NOVA buses.
- 2.3 The 6HP 592C transmission, part no. 4149 054 041, is used in CTA's 1000 series New Flyer buses model year 2006, bus number 1000 to 1429.
- 2.4 The 6HP594C transmission, part no. 4182 054 020, is used in CTA's 1000 series New Flyer buses model year 2007, bus number 1430 to 1929.
- 2.5 The 6HP502C transmission, part no. 4149 004 084, is used in CTA's 500 series Optima buses.

3. DETAIL REQUIREMENTS

- 3.1 The procedures to be followed for rebuilding a ZF transmission shall be those established by ZF and described in the applicable repair manual and this specification. The ZF manuals include, but is not limited to the following: the Ecomat 4 Repair Manual, the Ecomat 2 Repair Manual, 4149 751 604, and the Ecomat 2 Troubleshooting Guide, 4149 751 605. Deviations from the procedures, clearances, tolerances, etc., contained therein shall not be permitted without express written consent of CTA. The Contractor shall furnish the Authority with all specification tolerances not covered in the Ecomat 2 and Ecomat 4 Repair Manuals prior to rebuild of any units under the contract.
- 3.2 After award of the Contract, direct all additional rebuild specification information and questions with respect to replacement parts, clearances, procedures or other incidentals to: Manager, Technical Services - Bus; 7801 S. Vincennes, Chicago, IL 60620, Phone (773) 874-7200, Ext. 7337.

3. DETAIL REQUIREMENTS (Cont.)

- 3.3 All applicable changes in design, configuration or otherwise resulting from retrofits or updates performed by ZF on these transmissions are to be incorporated at no additional cost to the Authority.
- 3.4 The new Ecomat 4 transmission housing number, if required, shall be 4149 201 065. The new Ecomat 2 transmission housing number, if required, shall be 4149 201 003.
- 3.5 All parts removed, and requiring replacement, are to be done so with new genuine ZF replacement parts or new parts approved by ZF and the CTA.
- 3.6 Care must be taken to maintain extreme cleanliness and expert workmanship.
 - 3.6.1 Before parts are reinstalled, all old gasket and sealer residue must be removed from all contact and sealing surfaces.
 - 3.6.2 Any burr formation or similar roughness must be removed. Housings, covers and all torque carrying parts with the exception of inner clutch plates are to be cleaned with appropriate agents, especially in corners and angles. The cleaning agent must not create a chemical reaction resulting in component discoloration. All rebuilt transmissions shall be free of any cleaning agent residue that could cause premature failure. All sealing surfaces must be restored. Damaged and parts worn out of specification tolerances, must be replaced at no additional cost.
 - 3.6.3 Copper seal rings, O-rings, piston seal rings and gaskets must be replaced. Ball Bearings are to be replaced 100% and lubricated before installation. All other bearings are to be cleaned, inspected, and lubricated. Damaged or worn bearings are to be replaced with new at no additional cost.
 - 3.6.4 Special care must be taken that no foreign matter remains in the bores or passages of the transmission components. Lubricating grooves must be checked for acceptable depth.
 - 3.6.5 All lined friction clutch plates must be replaced with new. The unlined plates are to be cleaned with a hand cloth. All unlined clutch plates are to be inspected for warpage, wear, and signs of burning. All plates failing to meet standards are to be replaced with new at no additional cost to the CTA.
 - 3.6.6 Heating ovens or heater dryers shall be used to heat parts such as bearings, gears and housings.
- 3.7 The Contractor shall have, on its property, a modulation valve calibrator, and an oil cooler pressure tester and flusher. The Contractor shall have access to a transmission dynamometer.

3. DETAIL REQUIREMENTS (Cont.)

- 3.7.1 No transmission shall be considered rebuilt until a dynamometer test report (copy to CTA) indicates that the transmission has functioned properly under simulated service conditions.
- 3.8 A summary report shall be sent to the Manager, Technical Services - Bus describing the mode of failure. A copy of each unit's detailed failure analysis report shall be attached to the summary report. Refer to Section 3.2 for contact information.

4. VALVING

- 4.1 The valve body must be completely disassembled including all springs, pistons and modulation valve and examined for wear or failure prior to reassembling.
- 4.2 The main pressure, oil cooler change-over and retarder solenoid valves must be removed from the main housing, cleaned and inspected before installation.
 - 4.2.1 The wear on the main pressure valve in the control insert shall be checked as described in ZF Service Information No. 25/97 (CTA No. ZF - 17 - 813). This leakage causes a drop in main pressure.
- 4.3 The Contractor shall have, on its property, the equipment required to test the operation of the shift solenoids.
- 4.4 The Contractor shall have on his property the equipment required to test the operation and calibration of the modulation valve and solenoid.

5. ALL GEARS

- 5.1 The Contractor shall have on his property or have access to a magnaflux machine.
- 5.2 Imperfections found through inspection or magnaflux testing, shall be cause for replacement.
- 5.3 Questions regarding inspection and magnafluxing shall be directed as outlined in Section 3.2.

6. OIL COOLER

- 6.1 On 4HP552C, 6HP592C, 6HP594C and 6HP502C transmissions, the Contractor shall pressure check oil and coolant circuits and flush oil circuits.
- 6.2 The oil cooler on 6HP594C transmissions shall be updated, if required, to the new ZF oil cooler, part number 0501 008 286.

7. REPLACEMENT PARTS

7.1 The following parts must be replaced on each rebuilt transmission as indicated (New, N):

- All ball bearings N
- Drive shaft mounting Bolts N
- Oil filter N
- All gaskets N
- All "O" rings N
- All piston rings (rotation rings) N
- All lined plates, in A and B clutches N
- All seals N
- All copper seal rings N
- All lock nuts N
- Lock plate N
- Main pressure and retarder pressure switches N

7.2 Transmission housings that are cracked, damaged, or worn shall be repaired and used again if the worn housing meets the repair criteria presented in ZF drawing 4139 501 019 that shows the complete rework solution for the transmission housing.

7.2.1 If the housing is reworked per the ZF modification, the new pressure ring ZF part no. 4139 333 831 shall be used.

7.2.2 It is understood that the outer clutch plate, ZF part no. 4139 233 178, will run directly on the intermediate ring so this surface shall be ground to a smooth machined surface.

7.3 If approved by the CTA, housings worn beyond the reclaim criteria shall be replaced. Any housing deemed "worn beyond reclaim" shall be returned to the CTA for disposition or reclaim.

7.4 All housings that have been reclaimed shall be permanently marked as reclaimed or reworked in a location agreed upon with the CTA.

7.5 On all repairable transmission housings, a helicoil insert shall be installed in the pressure port of the transmission housing. This is to prevent thread damage on the housing due to pressure switch replacement.

7.6 All rebuilt transmissions shall have the updated dipstick tube with breather element not on cap. ZF part no. 4139 231 099 dipstick tube assembly shall be used.

7.7 All rebuilt transmissions shall have working temperature sensor and accumulator and retarder solenoids. The following sensor and solenoids shall be installed or replaced as required.

8. TESTING

- 8.1 All rebuilt transmissions must have run on a dynamometer and all necessary corrections, repairs, and calibrations shall be completed prior to release.
- 8.2 All performance specifications shall be met or exceeded as outlined by the transmission manufacturer.
- 8.3 A copy of the test report must accompany each rebuilt transmission.
- 8.4 ZF approved Castrol Transmatic S - synthetic type transmission fluid is to be used during testing.
- 8.5 After testing prior to shipping transmission fluid shall be drained and the filter shall be changed. ZF part number 4139 298 936, CTA Item No. 6920005 shall be utilized. The transmission shall be marked as not containing transmission fluid.

9. HANDLING

- 9.1 During all teardown, cleaning, inspecting and rebuild procedures, parts and sub-assemblies must be handled carefully to prevent cracking, breaking, denting, nicking and scratching of components.

10. IDENTIFICATION

- 10.1 Each rebuilt transmission is to be identified with Contractor's logo and rebuild date. The logo and date shall be permanent and shall not be effected by grease, oil, heat, steam, or cleaning solvents.
- 10.2 The placement of the logo and date shall interfere with the installation or operation of the transmission and shall be easily visible when the transmission is installed in the coach.
- 10.3 Contractor shall not use a CTA tag for identification purposes. If housing is replaced, contractor shall remove CTA identification tag and assemble to new housing.
- 10.4 Subsequent to the award of the contract and prior to the start of work, the Contractor shall consult with Technical Services (Section 3.2) for the specifics regarding the identification of rebuilt transmissions.

11. QUALIFICATION OF CONTRACTORS

- 11.1 The rebuilding of CTA's ZF T-Drive Transmissions (Ecomat 2 and 4) shall only be performed by ZF, or a business entity approved by ZF, or a business entity that has been approved in writing by the CTA's Bus Technical Services Department Manager.

11. QUALIFICATION OF CONTRACTORS (Cont.)

- 11.2 The CTA reserves the right to inspect the facilities of a potential rebuilder to determine whether or not they meet CTA quality standards.

12. FAILURE ANALYSIS

- 12.1 The Contractor shall provide Manager of Technical Services, Bus & General Manager, Bus Heavy Maintenance two (2) copies with a written report indicating the main cause of failure for each defective unit picked up from the CTA. The report shall be submitted monthly.
- 12.2 The Contractor shall provide the Manager of Technical Services, Bus & General Manager, Bus Heavy Maintenance two (2) copies with a written report summarizing the various causes of failures encountered during the Contract period and shall provide detailed recommendations to reduce or eliminate future failures.

13. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

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

Distribution: Mgr. Tech Services - Bus

PWH/el – Initial Specification – 12/6/89
JSC/jsc - 13th Revision – 08/26/10

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION FOR REBUILD SERVICE FOR C.E. NIEHOFF ALTERNATORS

SPECIFICATION NO. CTA 7958-12

1. SCOPE

- 1.1 This specification covers a service for the rebuilding of C.E. Niehoff alternators used on various Chicago Transit Authority (CTA) revenue buses.

2. GENERAL INFORMATION

- 2.1 Alternators to be rebuilt under this specification include the following:

CTA ITEM NO.	VOLTAGE	AMPS	BUS SERIES	C.E. NIEHOFF PART NO.
3760000	28	300	NOVA 6400	C701
8263519	28	350	New Flyer 800, 1000-2029	C703A
6800074	28	300	Optima 500, New Flyer 900	C706
8324007	28	500	New Flyer 4000	C803D

Note: voltage requirements have a tolerance of $\pm 10\%$

- 2.2 The alternators are negative grounded.
- 2.3 The alternators are large frame brush-less construction.
- 2.4 The alternators are air-cooled.
- 2.5 The alternators use an external voltage regulator.
- 2.6 All electronics are either coated or encapsulated using epoxy or various potting compounds to protect against vibration, corrosion, and contaminants.
- 2.7 The frames are rated for an operating speed of 8,000 RPM.

3. DETAILED REQUIREMENTS

- 3.1 Rebuilt alternators returned to the CTA shall meet or exceed the original equipment manufacturer's (OEM) performance specifications. All work done shall be per the OEM recommendations for rebuilding. In addition the Contractor shall comply with the following requirements.
 - 3.1.1 Deviations from the OEM procedures, clearances, tolerances, etc. will not be permitted without express written consent of the CTA.
 - 3.1.2 All applicable changes in design, configuration, or otherwise modifications to original design, required by the OEM shall be incorporated at no additional costs to the CTA. It is the responsibility of the Contractor to obtain and maintain current editions of said modification bulletins.
 - 3.1.3 Alternators shall be cleaned and rebuilt using only new OEM authorized replacement parts.
 - 3.1.4 All bearings and seals shall be replaced during each rebuild.
 - 3.1.5 Performance testing of alternators shall be to SAE standard J56, recent revision.
- 3.2 Each rebuilt alternator shall be stamped with an "R" after the model number. The Contractor shall label the alternator with the Contractor's name and the date rebuilt on the outside of the case.
 - 3.2.1 The Contractor's name and date shall be applied with a stencil, adhesive label, or other permanent marking. Labeling shall be large enough to be easily visible and readable.
- 3.3 The cost to rebuild any alternator shall not exceed 75% of the same alternator's proposed new price. When the labor and materials required to rebuild the alternator exceeds 75% of new price, the alternator shall be returned to the CTA at no additional cost. Alternators must be returned with a detailed written cost breakdown describing the labor and parts necessary to restore the alternator to its original condition.
- 3.4 Any alternator that cannot be rebuilt shall be returned to the CTA complete with all the parts that were removed during disassembly along with a written explanation as to why it could not be rebuilt.
 - 3.4.1 Contractor shall make every attempt to re-assemble any alternator that cannot be rebuilt with all the original parts removed during disassembly. Parts that were broken or destroyed during disassembly shall be packaged separately in suitable packaging and marked with the serial number of the alternator that they came from, and returned with the defective alternator.

4. QUALIFICATIONS FOR CONTRACTORS

- 4.1 Only C.E. Niehoff certified dealers will be considered as qualified to provide a service to the CTA for the rebuilding of the C.E. Niehoff alternators listed in 2.1 of this specification. Potential Contractors must provide proof of certification with their bid response.

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 Documents. 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 Documents.

Distribution: Mgr., Technical Services - Bus

TL/tl - Initial Spec - 7/6/01
JSC/jsc – 6th Revision – 05/08/12

CHICAGO TRANSIT AUTHORITY
DETAILED SPECIFICATION
FOR
HOSE, SILICONE RUBBER: RADIATOR, HEATER
SPECIFICATION NO. CTA 4745-07(R10)

1. SCOPE

- 1.1 This specification details the requirements for silicone rubber hoses used in the coolant systems of Chicago Transit Authority's (CTA) revenue and nonrevenue vehicles and maintenance equipment in service throughout the organization.

2. REQUIREMENTS

- 2.1 The Contractor shall furnish new, approved, fabric reinforced, silicon rubber coolant system hose as requested in each contract release. See the Contract Documents for a current list of approved manufacturers and products. Refer to section 3 for product approval information.
- 2.2 Unless otherwise specified, all hoses covered under this specification shall be suitable for use in pressurized engine coolant systems of CTA vehicles. Vehicles include, but are not limited to, revenue buses, nonrevenue trucks and self-propelled maintenance equipment. Coolant systems utilize solutions of water and ethylene glycol-based antifreeze in various concentrations.
- 2.3 Unless otherwise specified, all hoses covered under this specification shall be constructed and tested in accord with Society of Automotive Engineers (SAE) standard J20, *Coolant System Hoses*, for type SAE J20R1HT, class A standard wall, heavy-duty service (latest revision).
- 2.4 Coolant system hose shall be suitable for use in engine compartment environments. Temperatures in these environments can range from -30° to 300° F (-34° to 149° C) and may comprise large gradients.
- 2.5 Coolant system hose shall be unaffected by contact with diesel fuel, gasoline, petroleum-based oils and greases, ozone, battery acid, road salt and cleaning solvents.
- 2.6 Hose ends shall be cut clean and square. Hanging reinforcement threads, fibers and rubber are not acceptable. When in a free, unrestrained condition, the end surface plane shall be perpendicular to the axis within 0.06" (1.5 millimeters).

2. REQUIREMENTS (Contd.)

- 2.7 The hose outside surface shall be free of protuberances and flash.
- 2.8 Throughout the hose length, plies shall be securely bonded to form a uniform structure. The inner and outer surfaces shall be smooth, free of separations, voids, depressions, protuberances, blisters and other features that impede and alter the conduction of fluid.
- 2.9 All hoses supplied to the CTA shall be furnished in the original manufacturer's packaging and clearly marked with the manufacturer's identification.
- 2.10 All standards referenced in this specification shall be current on the date of the invitation to bid.

3. APPROVED AND NON-APPROVED ITEM INFORMATION

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

4. ADDITIONAL INFORMATION

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

Distribution: Manager, Technical Services – Bus
Manager, Technical Support – West Shops

JEV/mi - Initial Spec. - 10/22/90
JSC/jsc- 12th Revision – 1/15/07
JSC/jsc – Reviewed – 4/7/10

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION FOR ANTIFREEZE, ENGINE: ETHYLENE GLYCOL, INHIBITED, 50/50 PRE-MIXED

SPECIFICATION NO. CTA 137-09

1. SCOPE

- 1.1 This specification covers the requirements for a fully formulated ethylene glycol based antifreeze used in the CTA's revenue and non-revenue equipment.
- 1.2 This specification is for new antifreeze. For recycled antifreeze, refer to Specification No. CTA 1230.

2. GENERAL REQUIREMENTS

- 2.1 The Contractor must be fully familiar with and knowledgeable in all hazards and risks to humans, property and the environment, which may result during the handling, transportation, and delivery of antifreeze. The Contractor shall be fully responsible for compliance to all Federal, State, or local laws, statutes, or regulations, and all required permits, certificates, and licenses.
- 2.2 The Contractor shall possess an adequate number of spill kits required to clean up any and all spillage which may occur during delivery of antifreeze. All Contractor employees shall be fully knowledgeable and qualified in cleanup procedures and requirements.
- 2.3 For all standards referenced in this specification, the most recent revision at the time of the bid opening shall apply.

3. DETAILED REQUIREMENTS

- 3.1 The antifreeze supplied to the CTA shall be pre-mixed approximately 50% coolant and 50% deionized water \pm 2%. Virgin ethylene glycol shall be used in the antifreeze. The antifreeze shall be certified to meet or exceed the requirements of the Truck Maintenance Council, TMC RP329 antifreeze specifications and ASTM D 6210, titled "Standard Specification for Fully-Formulated Ethylene-Glycol-Base Engine Coolant for Heavy-Duty Engines."
- 3.2 The ethylene glycol used in the antifreeze mixture shall comply with ASTM E-1177, titled "Standard Specification for Engine Coolant Grade Ethylene Glycol."

3. DETAILED REQUIREMENTS (Con't.)

- 3.3 Antifreeze shall meet or exceed the requirements set forth by Cummins Engineering Standard (CES) 14603. All antifreeze supplied to the CTA shall be formulated to comply to all manufacturer's specifications and shall not void any manufacturer's warranties.
- 3.4 All antifreeze supplied to the CTA shall be red or pink in color and formulated with a Supplemental Coolant Additive (SCA) package containing anti-foam agent, mercaptobenzothiazole (MBT), nitrate, and shall be formulated to prevent the build up of hard water scale and deposits and reduce inhibitor dropout. Antifreeze supplied to the CTA shall be ready to use and shall not require the CTA to add any chemicals or inhibitors to any antifreeze formulation prior to use. Solutions of antifreeze, when installed in a properly maintained cooling system, shall not clog coolant filters or adversely affect the normal fluid flow.
- 3.5 The additive package used shall be a liquid, 100% soluble in ethylene glycol and deionized water. The additive package shall meet or exceed the standards recommended by TMC RP329 and CES 14603.
- 3.6 Antifreeze at 50/50 mix shall provide a protection level of a minimum of -32° F.
- 3.7 The antifreeze shall contain less than 1% by weight TDS (Total Dissolved Solids) when mixed 50/50 with deionized water.
- 3.8 Impurities in the deionized water used in the formulation of the antifreeze shall not exceed the following concentrations:
- | | |
|------------------------|---------|
| Chlorides | 25 ppm |
| Sulfates | 8 ppm |
| Total Dissolved Solids | 100 ppm |
| Total Hardness | 40 ppm |
- 3.9 Antifreeze furnished is intended for a minimum of one (1) year service in a properly maintained cooling system.
- 3.10 The Contractor supplying antifreeze under this specification shall furnish the CTA with a protection table and all necessary information regarding the proper use, storage, and handling of the Contractor's product.
- 3.11 The antifreeze shall not contain anti-leak compounds, polystyrene, chromate, or phosphate. The antifreeze shall contain no traces of oil.
- 3.12 The authority reserves the right to test all antifreeze deliveries for chemical analysis and levels of protection provided by the formulation.

4. PACKAGING

- 4.1 The antifreeze mixture shall not affect nor be affected by its container after two (2) year(s) minimum storage when exposed to temperature variations in the range from 0° F (-17.8°C) to 120°F (48.9°C).
- 4.2 Containers shall be marked identifying the contents and amount (gals.) in each container. The Contractor's brand name shall appear among the markings, or the manufacturer's brand name if delivered in containers filled by the manufacturer.
- 4.3 All storage containers provided must be clearly marked with date of fill not to exceed thirty (30) days before delivery.
- 4.4 Refer to the Contract Documents for additional requirements regarding Material Safety Data Sheets, shipping information and container size.

5. APPROVED AND NON-APPROVED ITEM INFORMATION

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

6. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

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

DISTRIBUTION: Mgr., Bus Tech. Services, SS

Initial Spec. - 9/13/56

JSC/mn - 14th Revision - 12/17/09

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
OIL; CRANKCASE, INTERNAL COMBUSTION ENGINE
SPECIFICATION NO. CTA 2921-11

1. SCOPE

- 1.1 This specification covers the procurement of various Society of Automotive Engineers (SAE) grade crankcase oils for use in internal combustion engines operated by the CTA.

2. GENERAL REQUIREMENTS

- 2.1 All crankcase oils covered by this specification shall be based on SAE Viscosity Grade and American Petroleum Institute (API) Service Designations. Oil supplied shall be API Licensed.
- 2.2 Engine crankcase oils furnished under this specification shall be non-corrosive to bearings and engine parts. Under normal service conditions the oil shall not cause piston ring sticking, clogging of oil passages, deposition of carbon, sludge, or lacquers on engine component parts. The crankcase oil shall be formulated to minimize cylinder, ring bearing surface, and valve gear wear.
- 2.3 Additives, incorporated in the formulation of crankcase oils supplied under this specification, shall not appreciably increase the tendency of the base oil to foam. Additives shall remain uniformly distributed throughout the oil at all temperatures above the pour point and up to 250°F in storage and in service use.

3. DETAIL REQUIREMENTS FOR QUALIFICATION

- 3.1 SAE viscosity grades 30, 40, 5W-20, 5W-30, and 10W-30 shall meet API Classifications SM. The CTA reserves the right to add or delete crankcase oil(s) from the above list at any time with adequate written notice.

3. DETAIL REQUIREMENTS FOR QUALIFICATION (Con't)

- 3.2 SAE 15W-40 multi-grade oil provided under this Specification shall meet API CJ-4 and SM requirements.
 - 3.2.1 SAE 15W-40 multi-grade oil provided under this Specification shall also comply with any Cummins recommendations for their: ISM, ISB, ISL and ISC diesel engines.
 - 3.2.2 SAE 15W-40 multi-grade oil provided under this Specification shall also comply with Cummins CES 20078/20076/20071/20081, and Mack EO-O Premium Plus requirements. (Note: All CTA buses use ultra-low sulfur diesel fuel and CTA's New Flyer & Optima buses employ cooled exhaust gas recirculation (EGR) technology for emission control).
- 3.3 The sulfated ash content shall be less than 1.0% mass for CF-2 oil and 1.0% mass for CJ-4 oil and as tested per ASTM D874-07, or latest version, titled "Test Method for Sulfated Ash From Lubricating Oils and Additives".
- 3.4 The Total Base Number (TBN) for CJ-4 oils shall be not less than 9.5. These values are to be determined per ASTM D2896 (latest version), titled "Standard Test Method for Base Number of Petroleum Products by Potentiometric Perchloric Acid Titration".
- 3.5 Additional classifications that exceed this Specification may also be included.

4. TECHNICAL SUPPORT

- 4.1 The Contractor shall provide technical support for the products being provided.
- 4.2 The technical support can be provided by the Contractor's own personnel or through a Sub-Contractor.
- 4.3 A Technical Support Specialist shall be available who is fully qualified to address problems associated with the service use of crankcase oils. The Technical Support Specialist referred to shall spend time as is required to resolve all problems directly or indirectly connected with the use of the Contractor's crankcase oils.
- 4.4 The Contractor's technical support shall be available within forty-eight (48) hours of the CTA's request for technical support services.

4. TECHNICAL SUPPORT (Contd.)

4.5 Technical support services shall include:

- 4.5.1 Analysis, testing (if required), and interpretation of new and used crankcase oil samples.
 - 4.5.2 Analysis and interpretation of problems, such as unusual bearing wear, part failure, etc., in crankcase oil applications.
 - 4.5.3 Any additional technical support not otherwise specified but related to the Contractor's crankcase oil.
- 4.6 Technical support shall be considered as being furnished free of charge to the CTA.
- 4.7 A written response shall be submitted to the CTA's appropriate technical services department by the Contractor's or Sub-Contractor's technical support department within two (2) weeks following any inspection trips, complaints, consultations, etc.

5. TESTING

- 5.1 The CTA reserves the right to test any product received under this specification for compliance.
- 5.2 The Contractor may be required to supply a sample for testing from a bulk shipment at the time of delivery.
- 5.2.1 All CTA testing will be done by an independent test laboratory of the CTA's choosing.
- 5.3 The Contractor shall be liable for all costs of testing for any product found to be non-compliant with this specification.
- 5.4 The Contractor shall be liable for labor and associated costs in the removal and replacement of all non-compliant product. This shall include, but not be limited to, replacement of drums, pumping out of bulk tanks, and purging contaminated product.

6. LABELING

6.1 Every drum of crankcase oil delivered shall be marked with 1" (minimum) high letters on the top and side with the following:

- Product Name
- Product Part Number
- Manufacturer's Name or Logo
- SAE Product Grade
- API Service Classification

6.2 Deliveries of bulk product are not affected by the above labeling requirements.

7. MATERIAL SAFETY DATA SHEET AND SHIPPING INFORMATION

7.1 Refer to the Contract Documents for Material Safety Data Sheet (MSDS) and shipping information.

8. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

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

DISTRIBUTION: Mgr., Tech. Service Bus

HAF/rec – Initial Specification – 06/30/61

JSC/er – 36th Revision – 11/14/11

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION FOR

AUTOMATIC TRANSMISSION FLUID; SYNTHETIC

CTA SPECIFICATION NO. 1036-12 CTA ITEM NUMBER 1485309

1. SCOPE

- 1.1 This specification will cover the requirements for a contractor to furnish high performance, synthetic automatic transmission fluid for use in intra-city public transit buses operated by the Chicago Transit Authority (CTA).

2. SIMPLIFIED WORD USAGE

- 2.1 For simplification purposes, the words "high performance synthetic automatic transmission fluid" will be from here onward simply referred to as "ATF".

3. BACKGROUND INFORMATION

- 3.1 The furnished ATF will be used in the following CTA Bus Series:

- 500: Optima (ZF Transmission)
- 800: New Flyer (Allison Transmission)
- 1000-1929: New Flyer (ZF Transmission)
- 1930-2029: New Flyer (Allison Transmission)
- 4000: New Flyer (Allison Transmission)
- 6400: Nova (ZF Transmission)

- 3.1.1 CTA reserves the right to add or delete bus series from this list during the duration of the contract.

4. DETAILED REQUIREMENTS

- 4.1 The furnished ATF must be manufactured from 100% synthetic compounds.
- 4.2 All ATF furnished by the contractor shall be ZF & Allison approved and also CTA approved by the CTA's Bus Technical Services Department.

4. DETAILED REQUIREMENTS (Cont.)

- 4.3 All ATF furnished by the contractor shall be approved by ZF for ZF Lubricant Class 14C or 14E requirements under the category "Tough Operating Conditions", as stated in the ZF Document titled "TE-ML 14, List of Lubricants". The latest edition of the ZF Document described above shall apply at the time of bid opening.
- 4.3.1 All ATF furnished by the contractor must also meet the Technical Engineering Specification 295 (TES 295) for automatic transmission fluids. The latest edition of the Allison Document described above shall apply at the time of bid opening.
- 4.4 All ATF furnished by the contractor shall have a useful fluid life of at least (before a fluid and filter change is required):
- 90,000 kilometers or 55,923 miles (ZF equipped transmissions)
 - 160,934 kilometers or 100,000 miles (Allison equipped transmissions)
- 4.5 All ATF furnished by the contractor shall meet or exceed Dexron III specifications.
- 4.6 All ATF furnished by the contractor shall be compatible with all other brands of synthetic ATF.

5. PACKAGING REQUIREMENTS

- 5.1 Contractor shall furnish the ATF in industry standard size U.S. 55-gallon capacity re-closable drums. The CTA will reject any furnished ATF found re-packaged or re-formulated after leaving the actual ATF manufacturer's facility. Only ATF packaged and sealed in its original drum container at the actual ATF manufacturer's facility will be accepted. If furnished otherwise, this can be sufficient cause for contract termination.

6. LABELING REQUIREMENTS

- 6.1 Each drum of ATF furnished by the contractor shall be clearly labeled with, but not limited to, the following information: The complete name of the product; the ATF manufacturer's name; the ATF manufacturer's street address, the ATF manufacturer's city, state, country, and postal code; the ATF manufacturer's phone number; the net weight of the product in English units. All labeling, whatever the style, type, or method, shall be in the English language, legible, reasonable in size, and have a reasonably long weather and wear resistant life measured in years. If a CTA item number is associated with the ATF, then the CTA item number shall be labeled on each drum of ATF furnished.

7. TESTING

- 7.1 The CTA reserves the right to inspect and/or test any ATF furnished by the contractor without notice for full compliance to this specification. For the testing, the CTA will choose an independent testing organization that is established and known in the industry for their product testing expertise. If the test results show non-compliance to this specification, all suspect ATF furnished by the contractor shall be replaced in an expedited manner at no cost to the CTA, and the contractor shall also absorb all costs associated with the testing of the ATF by the independent testing organization. If ATF that is tested is found to be in full compliance with this specification, then the CTA shall absorb all costs associated with the testing of the ATF by the independent testing organization. Furnishing of ATF that is in non-compliance with this specification can be grounds for contract termination and other possible action by the CTA against the contractor.

8. MATERIAL SAFETY DATA SHEET (MSDS)

- 8.1 Potential contractor shall supply with the bid response package, or within five (5) business days if requested by the CTA, a Material Safety Data Sheet (MSDS) for each applicable unique product being offered. See the Special Conditions section of the Contract Document for any other possible requirements related to this section.

9. SHIPPING AND WARRANTY INFORMATION

- 9.1 Detailed shipping and warranty information will be stated in the Special Conditions section of the Contract Document.

10. PRODUCT TECHNICAL SUPPORT

- 10.1 Contractor, or contractor's designee, shall provide for technical support on each product being furnished by the contractor, as and if requested by the CTA, at no cost to the CTA, for the term of a given contract. Technical support is to be considered any technical matter or subject relating directly or indirectly to the contractor's furnished product. Technical support shall commence within two (2) business days after each request for technical support is made by the CTA. Potential contractor shall state in the bid response package, or reply within five (5) business days after being requested by the CTA, whether the contractor, or the contractor's designee, will be providing the technical support, along with the full name, address, and phone number of the entity that will be providing the technical support.

11. APPROVED AND NON-APPROVED ITEM INFORMATION

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

12. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 12.1 Potential bidders requiring any additional information shall contact the Procurement Administrator or Buyer whose name is stated in the Contract Document. Potential bidders who may require additional information from a person or persons potentially listed in the Special Conditions section of the Contract Document must route their request through the Procurement Administrator or Buyer. Potential bidders who contact any CTA personnel other than the Procurement Administrator or Buyer will be considered in violation of the provisions set forth in the Contract Document.

Distribution: Manager, Bus Technical Services

RK/dsd – Initial Specification – 11/14/97
JSC/jsc– 10th Revision – 05/08/12

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
HYDRAULIC FLUID; VEHICLE TRANSMISSION
OR POWER STEERING APPLICATIONS

SPECIFICATION NO. CTA 2142-07A(R11)
CTA ITEM NO. 1481099

1. SCOPE

- 1.1 This specification will describe the requirements for a Contractor to furnish and deliver hydraulic fluid that meets Dexron III specifications, or a CTA approved equivalent, for use in transmissions or power steering systems of Chicago Transit Authority (CTA) vehicles.

2. DETAIL REQUIREMENTS

- 2.1 The ATF supplied shall meet or exceed all of the performance requirements of Dexron III (H revision) hydraulic fluid.
- 2.2 The hydraulic fluid shall generally be recommended for use in power steering systems.
- 2.3 The hydraulic fluid shall be dyed red.
- 2.4 Refer to the Special Conditions section of the Contract Documents for Material Safety Data Sheet, shipping, quantity, and labeling requirements.

3. QUALITY SUPPORT

- 3.1 The Contractor furnishing hydraulic fluid shall be held fully responsible for furnishing hydraulic fluid in compliance with this specification, for the satisfactory performance of the hydraulic fluid in service use, and for providing full completely competent quality support (i.e. chemists and/or other lab support).
- 3.2 If requested, bidders shall submit evidence acceptable to the CTA that they have quality support within and not to exceed a radius of fifty (50) miles from Chicago. He shall certify if such quality support is to be supplied under contractual agreement by another source. CTA reserves the right to determine whether or not such quality support is sufficient to adequately meet the CTA's requirements throughout the term of the Contract.

3. QUALITY SUPPORT (Cont.)

- 3.3 The services of the Contractor's support staff shall be available at all times. The support staff shall be fully competent to handle problems associated with the service use of the hydraulic fluid. The support staff shall take sufficient time as required to resolve any and all problems directly connected with the use of the Contractor's hydraulic fluid.
- 3.4 CTA duly authorized representatives shall be provided access to the supplier's laboratory facilities upon request, in respect to consultation on problems associated with the service use of the supplier's hydraulic fluid.
- 3.5 Quality support service shall be furnished at no cost to the CTA.

4. APPROVED AND NON-APPROVED ITEM INFORMATION

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

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 Documents. 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 Documents.

DISTRIBUTION: Mgr. Tech Serv. Bus

Initial Spec. - 9/17/53
JSC/jsc - 9th Revision - 12/5/07
JSC/jsc - Reviewed - 05/04/11

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATIONS FOR MINERAL AND SYNTHETIC BASED GREASE: MULTIPURPOSE, AUTOMOTIVE, EP2 SPECIFICATION NO. CTA 0022-11

1. SCOPE

- 1.1 This specification covers the procurement of multipurpose, extreme pressure (EP2), mineral and/or synthetic based grease used on Chicago Transit Authority (CTA) vehicles.

2. PHYSICAL & CHEMICAL CHARACTERISTICS

- 2.1 Grease supplied shall comply with the requirements of ASTM D4950, NLGI Grade 2 and/or NGLI GC/LB. The grease shall also comply with the following CTA requirements (nominal). In all cases where there is conflict between the CTA requirements and ASTM standard, the CTA requirements shall take precedence over the ASTM standard.

	<u>PROPERTY</u>	<u>VALUE</u>	<u>ASTM TEST</u>
2.1.1	Consistency, Penetration Worked, 60X, 10,000X, max. % change	265-295 10	D 217
2.1.2	Dropping Point, °C(°F)	≥232(450)	D 566
2.1.3	Lithium Complex Thickener Content, %	10	
2.1.4	Copper Corrosion	1B (min.)	D 4048
2.1.5	Timken, OK Load lbs.	≥40	D 2509
2.1.6	4 ball Wear Test, scar (mm)	≤0.50	D 2266
2.1.7	Water washout, % wt. loss	≤3	D 1264

BASE OIL PROPERTIES

2.1.8	Viscosity, Kinematic cSt @ 40°C cSt @ 100°C	≥205 ≥16	D 445 D 445
2.1.9	Pour Point °C(°F) Flash Point °C(°F)	-12(10) ≥ 198(388)	

NOTE: All test methods listed shall be the latest ASTM revisions.

- 2.2 The grease shall contain no fillers, such as rosin, rosin oil, talc, wax powdered mica, kaolin, sulfur, asbestos, or other undesirable materials. The grease shall possess only a mild odor (hydrocarbon-type).

2. PHYSICAL & CHEMICAL CHARACTERISTICS (Con't)

- 2.3 The grease shall be a lithium complex base grease containing anti-corrosion, anti-rust, anti-oxidation, and non-lead extreme pressure additives. Mineral based greases shall be a smooth homogeneous mixture of mineral oil and completely saponified soap made from animal fats, vegetable fats, vegetable oils, or fatty acids. Synthetic based greases shall be POA (polyalphaolefin), Esters, or Polyethers based.
- 2.4 The grease shall be very shear stable, retain its original consistency with working, protect against rust, and resist water washing.

3. TECHNICAL SUPPORT

- 3.1 The contractor shall provide technical support for the grease being provided. The successful contractor shall submit, at the request of the CTA, evidence acceptable to CTA that the contractor has technical support service personnel available as defined in this specification.
- 3.2 The technical support can be provided by the contractor's own personnel or through a sub-contractor. CTA reserves the right to determine whether or not such technical support service personnel are adequate and qualified to meet CTA's requirements for the term of the contract.
- 3.3 A Technical Support Specialist shall be available during normal business hours that is fully qualified to address problems associated with the service use of the grease. The Technical Support Specialist referred to shall spend time as is required to resolve all problems directly or indirectly connected with the use of the contractor's grease.
- 3.4 Access shall be provided to the CTA and its duly authorized representatives to the contractor's laboratory facilities and with qualified representatives of Contractor's staff in respect to consultation on problems associated with the service use of the contractor's product.
- 3.5 Technical Support for any problems associated with the contractor's grease shall take place within twenty-four (24) hours of notification by CTA and shall include as a minimum, the following:
- a. Analysis and interpretation of grease samples required.
 - b. Submission by the contractor of detailed reports within two (2) weeks following inspection trips, complaints, and consultation service.
 - c. Any additional technical or quality support not otherwise specified but which, in the opinion of CTA, would be of further significance in the solution of the problem at hand in the use of the contractor's grease.
- 3.6 Technical support shall be provided at no additional cost to the CTA.

4. INSPECTION

- 4.1 Chicago Transit Authority shall have the right to conduct tests as it may deem necessary before and after award of the bid to the contractor's product to determine compliance with this specification. Tests shall include laboratory and/or in-service tests.
- 4.2 Subsequent to the award of a contract, grease supplied by the contractor may be sampled and tested after delivery unless instructions issued at the time of award of the contract state that sampling and testing will be done at the manufacturer's plant before delivery.
- 4.3 Any shipment failing to comply with this specification will be rejected and the shipment returned for full credit. The contractor shall also be liable to CTA for all costs associated with the inspection, testing, and transportation of grease that is rejected.

5. APPROVED AND NON-APPROVED ITEM INFORMATION

- 5.1 Contractor shall only furnish and deliver CTA approved items under the terms of a given contract. Should a potential contractor wish to offer for CTA consideration an alternate item not currently approved, the potential contractor shall first contact the CTA Procurement Administrator or Buyer for details on the CTA's item approval process. The time required for reviewing and/or testing each item offered will vary and depend on applicable procedures. Approval of an item does not guarantee an order under a currently proposed or future contract. Upon award of a contract, each item furnished by the contractor shall be identical to the item that was approved.
- 5.2 Prior to acceptance of material by the CTA, and the delivery thereof, the Contractor shall submit to the CTA's Manager of Bus Technical Services and Procurement Administrator/Buyer for approval two (2) copies of a notarized certified test report from a recognized independent testing laboratory stating that the grease being supplied has been manufactured and tested in accordance with this specification.

6. PACKAGING/SHIPPING INFORMATION

- 6.1 Refer to the Contract Documents for Material Safety Data Sheet Information, packaging and shipping information.

7. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

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

DISTRIBUTION: Mgr. Tech. Serv. Bus

Initial Spec. - 4/18/49

JSC/ER – 20th Revision – 10/13/11

CHICAGO TRANSIT AUTHORITY

DETAIL SPECIFICATION FOR HYDRAULIC FLUID - AVIATION - WHEELCHAIR LIFTS

SPECIFICATION NO. CTA 399-07(R12)
CTA ITEM NO. 1481041

1. SCOPE

- 1.1 This specification covers the requirements for aviation hydraulic fluid utilized in various Chicago Transit Authority's (CTA) bus wheelchair lifts.

2. DETAIL REQUIREMENTS

- 2.1 The hydraulic fluid shall utilize a low viscosity base petroleum stock. Synthetic hydraulic fluids or a mixture of petroleum and synthetic fluids is not acceptable.
- 2.2 Following is a list of properties that the hydraulic fluid provided under this specification shall meet:

		ASTM Test Methods	Results
2.2.1	API Gravity (typical)	D 287	30.5
2.2.2	Viscosity		
	cSt at 100 C(min)	D 445	5.0
	cSt at 40 C(min)	D 445	13.5
	cSt at -40 C(min)	D 445	450.0
2.2.3	Viscosity Index (min)	D 2270	300
2.2.4	Flash Point C (F) (min)	D 93	93 (200)
2.2.5	Pour Point C (F) (max)	D 97	-59 (-75)

- 2.3 ASTM test methods used shall be the revisions listed above or the latest revision at the time of the bid.
- 2.4 The hydraulic fluid shall be dyed red.
- 2.5 This product shall contain anti-wear agents, oxidation, and foam inhibitors to protect the hydraulic system.
- 2.6 Refer to the Contract Documents for approved manufacturers and manufacturer's part numbers.

2. DETAIL REQUIREMENTS (Con't)

- 2.7 Hydraulic fluid containers shall be labeled with the CTA item number, manufacturer identification and the name of the product. Contractors shall follow all relevant federal, state, and local government requirements for packaging, labeling, and shipping of hazardous materials.
- 2.8 Refer to the Contract Documents for Material Safety Data Sheet and shipping requirements.

3. APPROVED AND NON-APPROVED ITEM INFORMATION

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

4. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

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

DISTRIBUTION: Mgr., Technical Services - Bus
 Mgr., Environmental Affairs
 Coord. Qual. Insp.

RK/el - Initial Spec. 12/15/94
SAS/sas – 5th Revision – 02/15/07
JSC/jsc – Reviewed – 02/10/12

TABLE OF CONTENTS FOR ADDITIONAL BULLETINS & DOCUMENTS BUSES 1000 THRU 1429

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION</u>
A	Fluid Identification – New Flyer 1000-1429
B	CTA Drawing S1-1765-Bracket Tank Coolant 4-12-11
C	New Flyer ITS 4656 Engine Strut
D	CTA Bulletin No. AS-26-483B Belt Alignment Engine & A/C Compressor Pulleys Effective 6-14-11 Superseded 8-17-09
E	Thermo King Annual Bus Air Conditioning Preventive Maintenance C Inspection TK
F	New Flyer ITS 3555 Replace Synflex Line on Exhaust Port of Kneeling Valve
G	CTA Drawing S3-578-Luggage Rack Access Panel (Curbside Shock)
H	New Flyer Work Instruction Drive Shaft Door Rev B
I	Vapor Bulletin No. TB8-3-128 Issued August 1995 Installation and Adjustment Procedures for the Electro-Pneumatic Power Glide Front Door System used on New Flyer Low Floor Coaches
J	Vapor Technical Manual: TB08-03-126 Revision C April 7, 2006 Installation and Adjustment Procedures for the Electro-Pneumatic Rear Door Class System Used on CTA New Flyer Low Floor Bus
K	Ricon Modification Instructions 4-14-10
L	Ricon Ramp Flooring Installation Procedure 5-10-11
M	New Flyer ITS 3234 Remove and Replace Wheelchair Ramp
N	CTA Procedure for the Removal of Geo Device
O	CTA Procedure to Convert 2 Pin Cummins Low Coolant Sensor to a 3 Pin
P	New Flyer ITS 3185 Remove/Replace Sliders on Radio Box Trays
Q	CTA Drawing S1-1766 Rear EDR Mounting Template

ATTACHMENT “A”

Fluid Identification

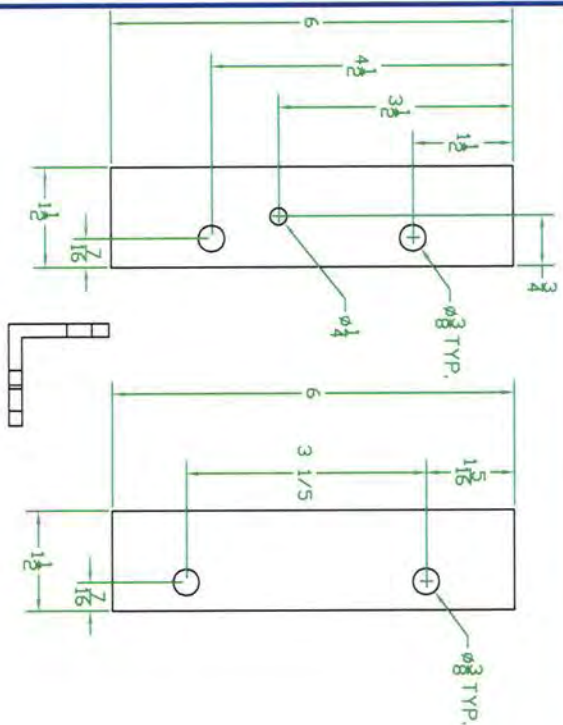
New Flyer 1000-1429

FLUID IDENTIFICATION

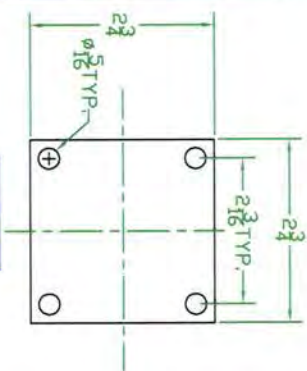
Type of Fluid	CTA Lot No.	Manufacture Description	Manufacture	Manufacture Part No.
Motor Oil	1481042	OIL: SAE, 15W40 ENGINE HEAVY - DUTY SAE 15W40 CRANKCASE	Mobil	DELVAC 1200 SUPER
Transmission Oil	1485309	FLUID: SYNTHETIC, AUTO TRANS, HIGH PERFORMANCE	BP Castrol	AUTRAN SYN 295 TRANSYND
Power Steering Oil	1481099	FLUID: TRANSMISSION, DEXRON III, AUTOMATIC	Chevron Citgo Havoline Havoline Havoline Havoline Texaco AT Texaco AT Texaco AT Texaco AT Valvoline Valvoline Valvoline Chicago U	F-30108 F-30167 F-30101 F-30224 F-30291 F-30321 F-30101 F-30224 F-30291 F-30321 F-30117 F-30122 F-30148 SAFETY KLEEN
Anti-Freeze	1464725	ANTI-FREEZE: FULLY FORMULATED, 50/50 PRE-MIXED, ETHYLENE GLYCOL	Pennray Old World Detroit Diesel	FLEET CHARGE 50/50 FLEET CHARGE 50/50 POWER COOL 50/50
Aviation Fluid	1481041	FLUID: AVIATION, HYDRAULIC MILITARY	British Chevron Exxon Harris L U Shell Texaco	AERO HYD FLUID 1 AVIATION FLUID A UNIVIS J13 CHRISTINE 5606A AEROSHELL FLUID 4 AIR CRFT HYD FL 15
Chassis Grease	1482030	GREASE: NLG GRADE EP2, LITHIUM COMPLEX BASE	Texaco Valvoline Conoco Interstate B MPC Lub MOUSEREL	STARPLEX 2 (DR) 70129 TACNA HD GREASE #55 PL-10-D PL-10-D PL-10-D

ATTACHMENT “B”

CTA Drawing S1-1765 – Bracket Tank Coolant 4-12-11



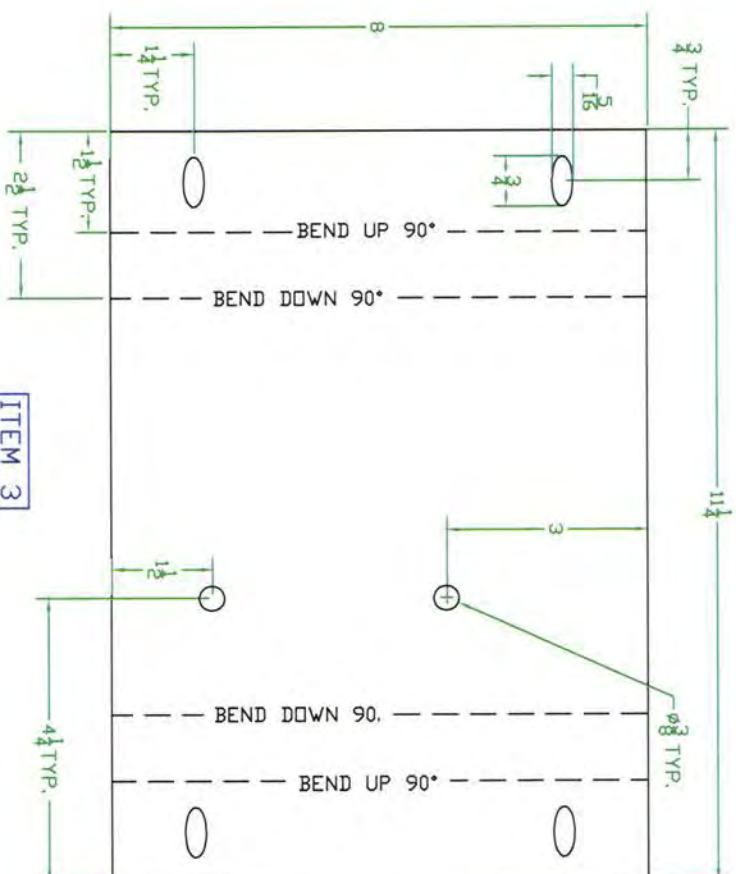
ITEM 1



ITEM 2



ITEM 4



ITEM 3

MATERIAL

ITEM 1
1 1/2x1 1/2 ALUMINUM ANGLE IRON

ITEM 2 & 4
13 GAUGE STAINLESS STEEL

ITEM 3
16 GAUGE MILD STEEL

NOTE:
REMOVE ALL SHARP EDGES AND
BURRS

DIMENSIONING & TOLERANCING
PER ANSI (USASI) Y14.5M-1982

UNLESS OTHERWISE SPECIFIED
SURFACE FINISH
DIMENSIONS ARE IN INCHES

TOLERANCES: ANGLES ±
FRACTIONS: ± 1/32
DECIMALS: .XX ±
DECIMALS: .XXX ± .01
RIVET & BOLT EDGE MARGIN ± .05
BEND RADII .01 ON .03 & .06

± .03 ON .09 & GREATER
SHEET METAL CORNER RADII

INT .19 EXT .25
.16 .00



CHICAGO TRANSIT AUTHORITY
BUS ENGINEERING
TECHNICAL SERVICES

BRACKET: TANK COOLANT, ENGINE AND COOLING
BUS SERIES: ALL NEW FLYER BUS SERIES
C.T.A. ITEM NO.

Drawn TMW Scale 3/8"=1 Date 4/12/11

Checked _____ Approved _____

Manager, Technical Services

General Manager, Eng & Tech Services

S1-1765

ATTACHMENT “C”

New Flyer ITS 4656 Engine Strut



THIS DOCUMENT AND THE CONTENTS DISCUSSED HEREIN ARE THE CONFIDENTIAL AND PROPRIETARY INFORMATION OF NEW FLYER INDUSTRIES CANADA ULC AND NEW FLYER OF AMERICA INC. AND ARE DISCLOSED BY NEW FLYER IN CONFIDENCE. THIS DOCUMENT AND THE CONTENTS HEREIN ARE NOT TO BE DISCLOSED BY THE INTENDED RECIPIENT WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF NEW FLYER. ANY UNAUTHORIZED DISCLOSURE, REPRODUCTION OR OTHER DISTRIBUTION OF THIS DOCUMENT OR INFORMATION IS STRICTLY PROHIBITED AND MAY RESULT IN ACTION BEING TAKEN AGAINST THE PARTY MAKING THE UNAUTHORIZED DISCLOSURE. THIS DOCUMENT AND ALL COPIES HEREOF MUST BE RETURNED TO NEW FLYER UPON REQUEST.

INSTRUCTION TO SERVICE ITS: 4656

SECTION: 400 Structures	MODEL: <input type="checkbox"/> 30FT <input type="checkbox"/> 35FT <input checked="" type="checkbox"/> 40FT <input type="checkbox"/> 60FT <input checked="" type="checkbox"/> DSL <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input checked="" type="checkbox"/> ELEC	TYPE: <input type="checkbox"/> HIGH FLOOR <input checked="" type="checkbox"/> LOW FLOOR	WRITTEN BY: Jeff Kosheluk
-----------------------------------	--	---	------------------------------

OBJECTIVE/SUBJECT:

ITS will be completed in 3 parts. **Part A:** Inspect other potential area's in the engine area for additional cracking/damage. **Part B:** Replace engine strut hardware, clean mounting surface, apply never seize and torque to required specification. **Part C:** Repair cracked A/C L-support bracket behind curbside corner pillar (if required). In addition, if belt guard strut is cracked, re-weld as required.

PROCEDURE:

1. Turn the main battery disconnect switch to the "OFF" position.
2. Disconnect battery cables when welding. Also disconnect ECU's for engine, transmission, electronic destination signs, remove fuses from TK controller, ABS and VCM as applicable.

NOTE: Tracking of ITS 4656 on bus status will be included on a separate tracking sheet. Following information will be included on each bus:

- Inspection
- Rework (Part A – C)
- Date of inspection & repair.

- Coach number

*Part A – C for the repairs will be completed in order. **Note:** Part C to be completed only as required on affected coaches.*

PART A: INSPECT OTHER POTENTIAL AREA'S IN THE ENGINE AREA FOR ADDITIONAL CRACKING/DAMAGE.

3. During the repair to complete ITS 4656, New Flyer shall inspect the buses for additional cracking and /or damage. Document any finding and share the results with Chicago. Refer to **Appendix A** that show area's to be inspected inside the engine compartment.

PART B: REMOVE AND REPLACE ENGINE STRUT HARDWARE, CLEAN MOUNT SURFACE AND APPLY NEVER SEIZE WITH SPECIFIED TORQUE SPECIFICATION.

NOTE: All coaches (SR 1074, 1110, 1126, 1120/B, 1177 & 1036) will have the hardware changed out on the main engine struts as per Part B.

4. Open the rear engine access door.
5. Open up the engine belt guard, remove and set off to the side. For steps 5 - 6, refer to **Figure 1.**

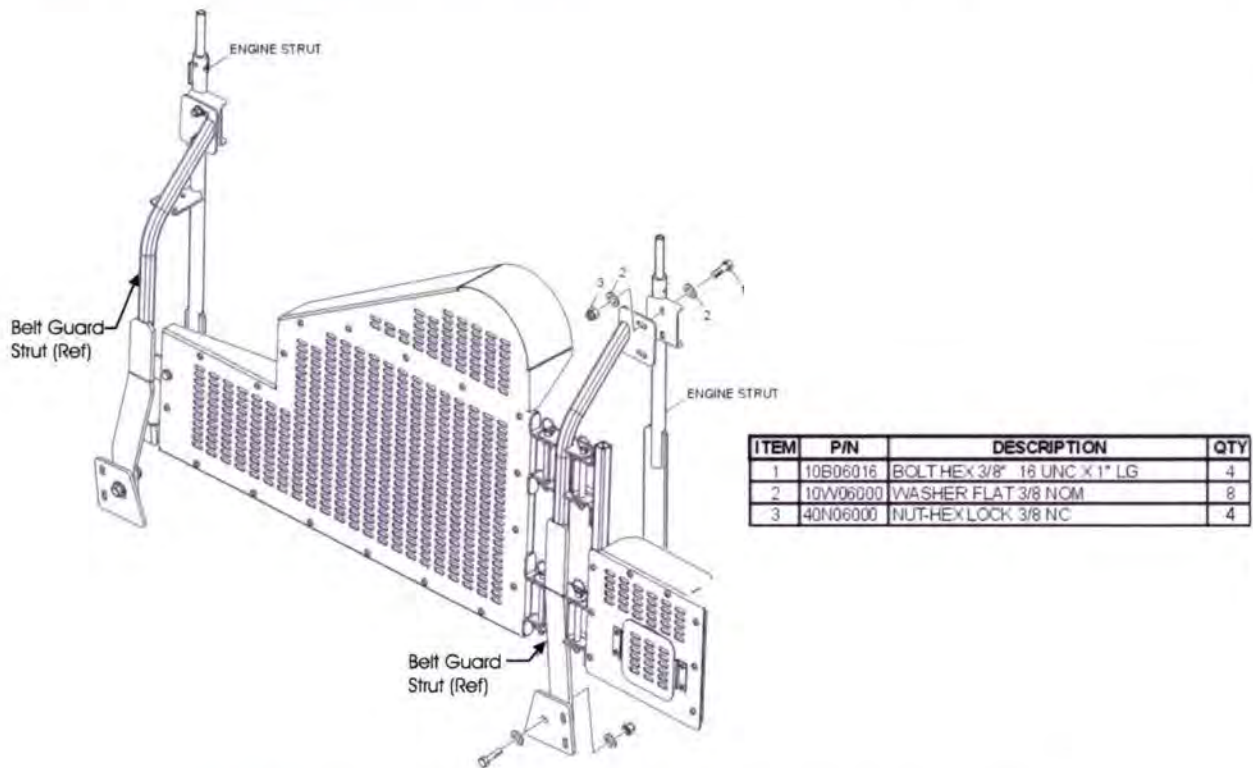



FIGURE 1: SHOWN INSTALLATION OF THE BELT GUARD AND BELT GUARD STRUTS.

6. Remove the hardware at the top of both belt guard struts. Discard old hardware, new hardware will be used to re-install. This will allow for the main engine struts to be removed.
7. Remove 2 mounting bolts on Gauge Assembly. Disconnect it from street side engine strut without detaching hoses and wires. Just give enough clearance to allow removal of engine strut. See "**Fig. 2: Gauge Assembly**". Set aside hardware to re-install later.

 **NOTE:** Suspend gauge assembly using suitable hanging device. Do not kink hoses.

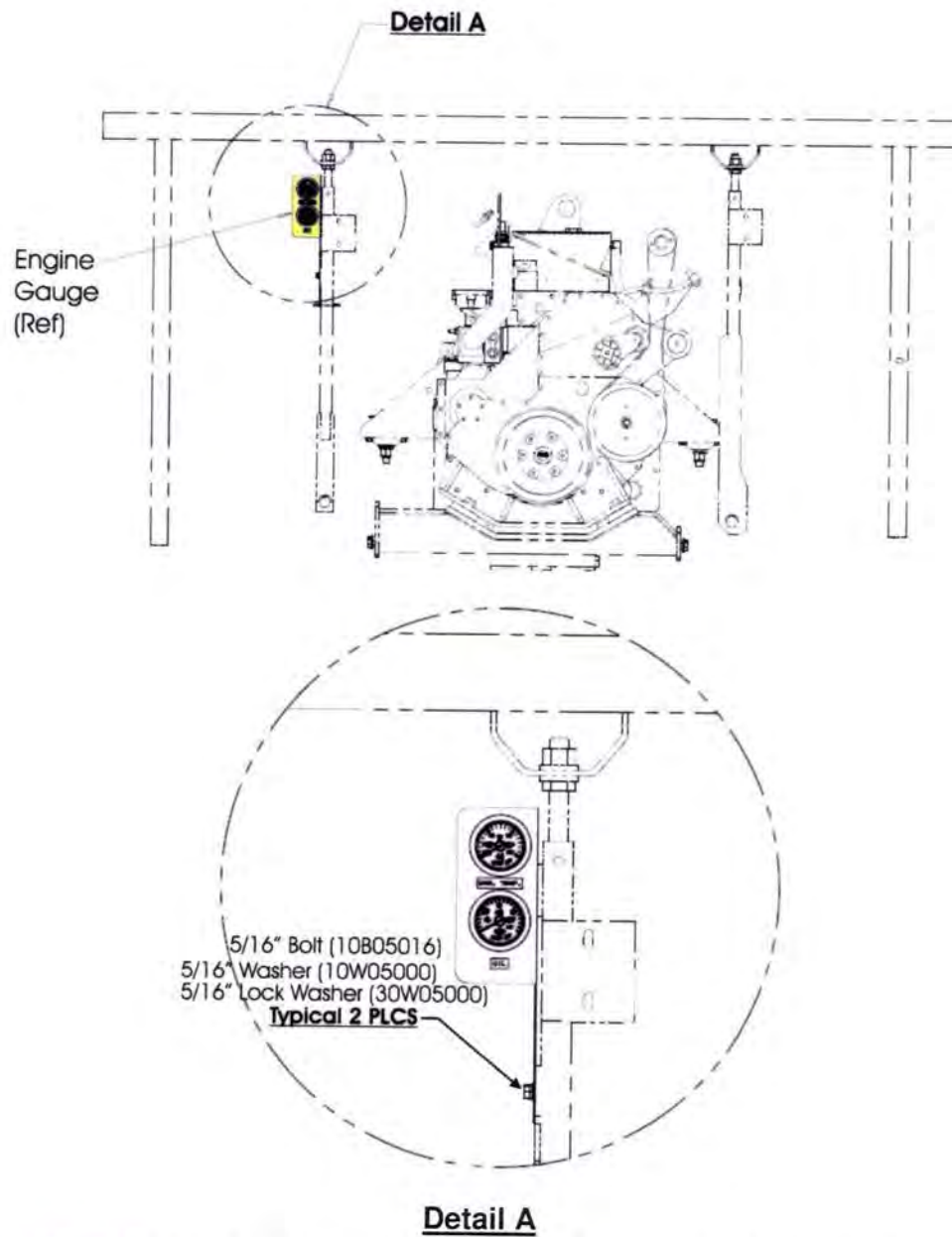
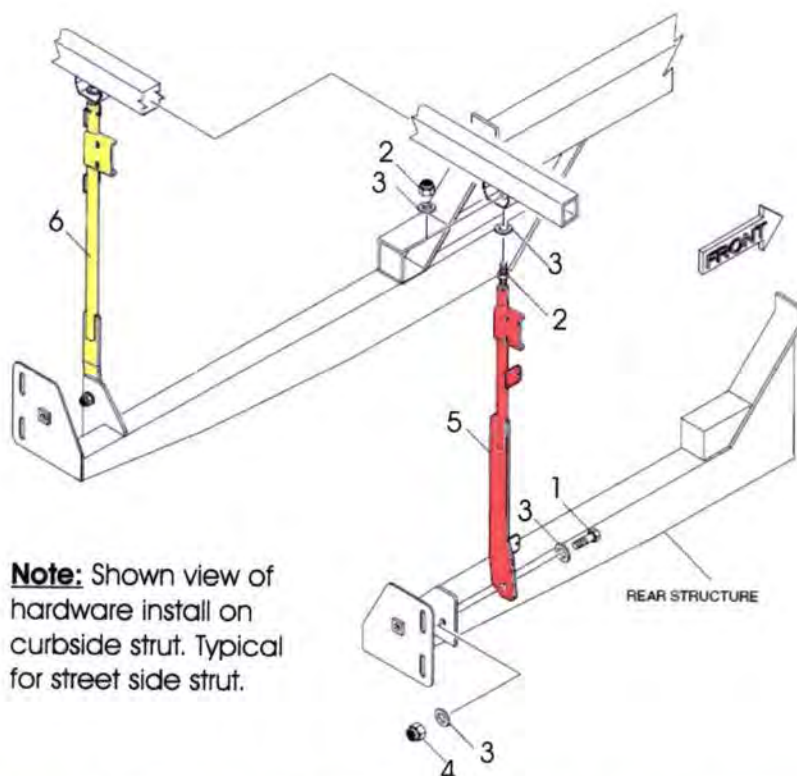


FIGURE 2: SHOWN INSTALL VIEW OF ENGINE GAUGE ON STREET SIDE ENGINE STRUT.

8. Start on the engine strut (either side); loosen off the top $\frac{3}{4}$ " Hex nut. Remove and discard hex nut. Then loosen off the jam hex nut below. Proceed to the bottom $\frac{3}{4}$ " x 2.50" bolt and loosen off hardware. Remove nut and discard all hardware. This will allow pulling down the engine strut and removing the existing $\frac{3}{4}$ " hex jam nut left at the top threads. Remove the nut as well

and discard. Remove debris/residue from threads on top of the engine strut with scuff pad. Inspect for damaged threads as well. **Refer to Figure 3.**

NOTE: On the street side engine strut, remove the electrical harnesses from the p-clips onto the engine strut and locate off to the side to allow removal of the engine strut.



Note: Shown view of hardware install on curbside strut. Typical for street side strut.

ITEM	QTY	P/N	DESCRIPTION
1	2	10B12040	BOLT-HEX 3/4 UNC X 2.50
2	4	11N12000	NUT-HEX 3/4 UNF
3	8	20W12000	WASHER-FLAT 3/4
4	2	40N12000	Nut-Hex Lock 3/4 UNC
5	1	256848	Assy-Eng Strut RH ISM
6	1	286781	Assy-Eng Strut LH ISL

FIGURE 3: SHOWN INSTALLATION OF THE ENGINE STRUTS (REMOVAL & RE-INSTALLATION).

NOTE: VIEW SHOWN HAS THE HARDWARE AT THE REAR BUMPER MOUNT. APPLICATION OF HARDWARE IS THE SAME AT THE FORWARD MOUNT.

9. Inspect the mating surface in between were the strut was installed to the lower forward mount. If corashield is present in the area/or other residue, clean off surface with scraper or wire brush. Ensure that the mating surface is clean before re-installing engine strut.



FIGURE 3: SHOWN VIEWS OF THE MATING SURFACE TO BE CLEAN (WITH NO CORASHIELD)
TO APPLY ENGINE STRUTS/HARDWARE TO ACHIEVE PROPER HARDWARE TORQUE. CHECK
MATING SURFACE AT THE FORWARD LOWER MOUNT.

10. Once area properly cleaned at the forward lower mount, begin to re-install engine strut. For steps 10 & 11, refer to **Figure 4 & 5**.

NOTE: All new hardware will be used to re-install engine struts. Discard all old hardware from original installation.

IF the engine strut is cracked/broken, a new strut must be installed. For the street side strut (NF PN: 286781) and curbside (NF PN: 256848) must be used.

11. Install the rear engine struts as follows:

- Before installing the top (threaded section) of the engine strut into the upper mount bracket, apply never seize (**NF PN: 5928660**) to cover the threaded section where the hex nuts will be applied. Apply never seize as per the recommendations by the manufacturer (label instructions on the container).
- Install a $\frac{3}{4}$ " hex (**NF PN: 11N12000**) nut/washer (**NF PN: 20W12000**) on each strut



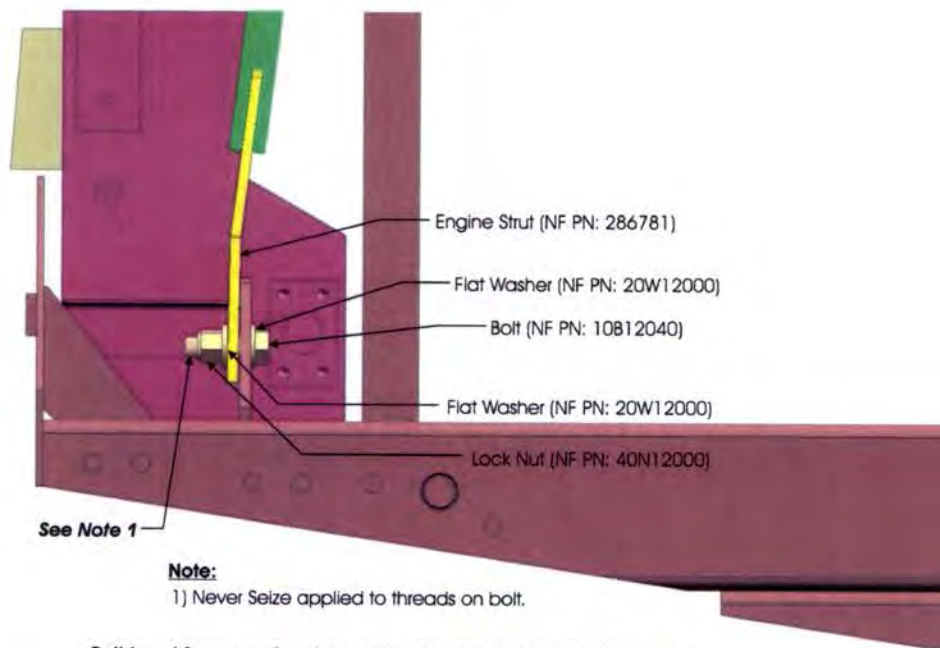
and install the strut in place.

- c. Loosely install upper $\frac{3}{4}$ " nut (NF PN: 11N12000) and washer (NF PN: 20W12000).
- d. Install lower mounting hardware with the bolt (NF PN: 10B12040) and flat washer (NF PN: 20W12000) installed from the engine side. Before installing the nut, apply never seize to the threads of the bolt (as per recommendation by the manufacturer) to provide proper coverage. Proceed to install the flat washer (NF PN: 20W12000) and nut – hex lock (NF PN: 40N12000). Torque the bottom hardware to **250 FT/LBS wet (never seize)** from the nut side. **Note:** Torque can be applied from either the bolt side or nut side, but it is preferred to torque from the nut side as per this application.
- e. Tighten the uppermost nut until contact is made with the mounting bracket. Tighten nut an additional two full turns. **Refer to Figure 5.**

NOTE: Ensure lower jam nut is backed off while tightening the upper nut.

- f. Tighten the jam nut up against the mounting bracket. Torque the lower jam nut to **250 FT/LBS wet (with never seize)**.
- g. Re-secure electrical inside of p-clips and secure all electrical/temperature gauge to the street side engine strut. Tighten p-clip hardware.

12. Repeat steps 10 & 11 to install the remaining engine strut.

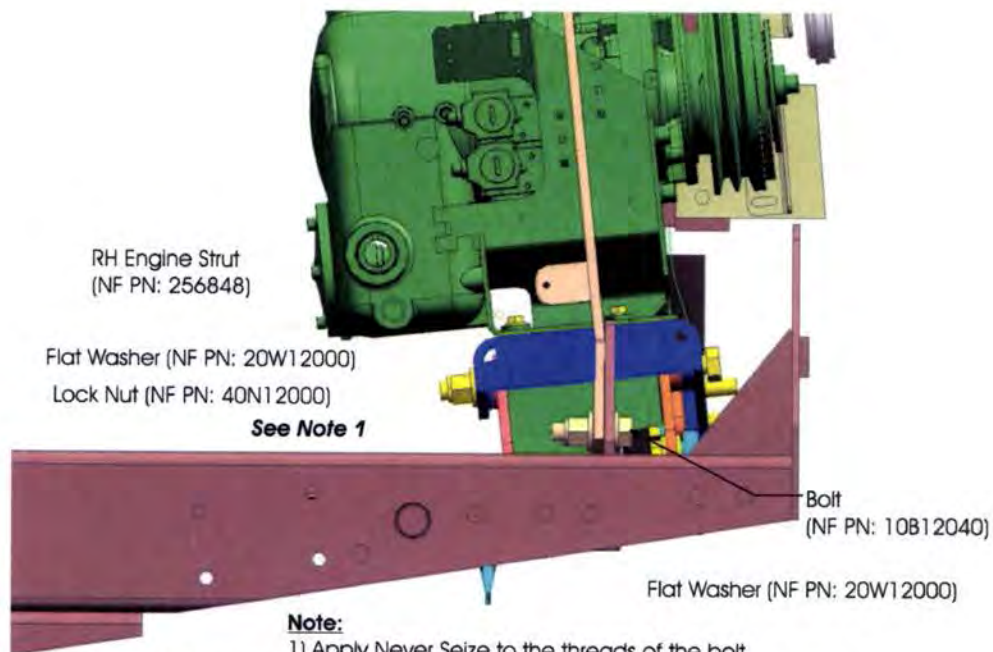


Note:

1) Never Seize applied to threads on bolt.

Bolt head faces engine side on the street side lower engine strut.

LH LOWER BOLT MOUNT ON ENGINE STRUT



Note:

1) Apply Never Seize to the threads of the bolt.

On the RH engine strut lower hardware, bolt head will face toward rear bumper.

RH LOWER BOLT MOUNT ON ENGINE STRUT

TORQUE HARDWARE TO 250 FT/LBS WET

FIGURE 4: SHOWN MOUNTING APPLICATION OF THE LOWER MOUNTING
HARDWARE ON ENGINE STRUT.

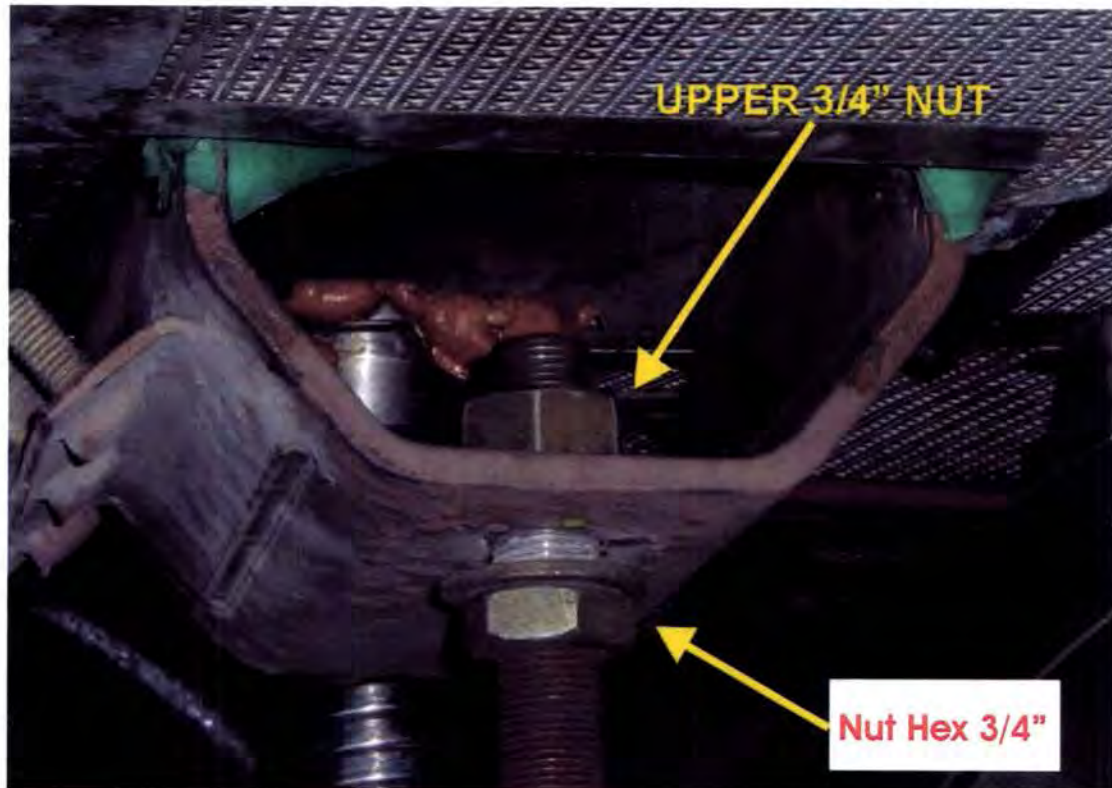
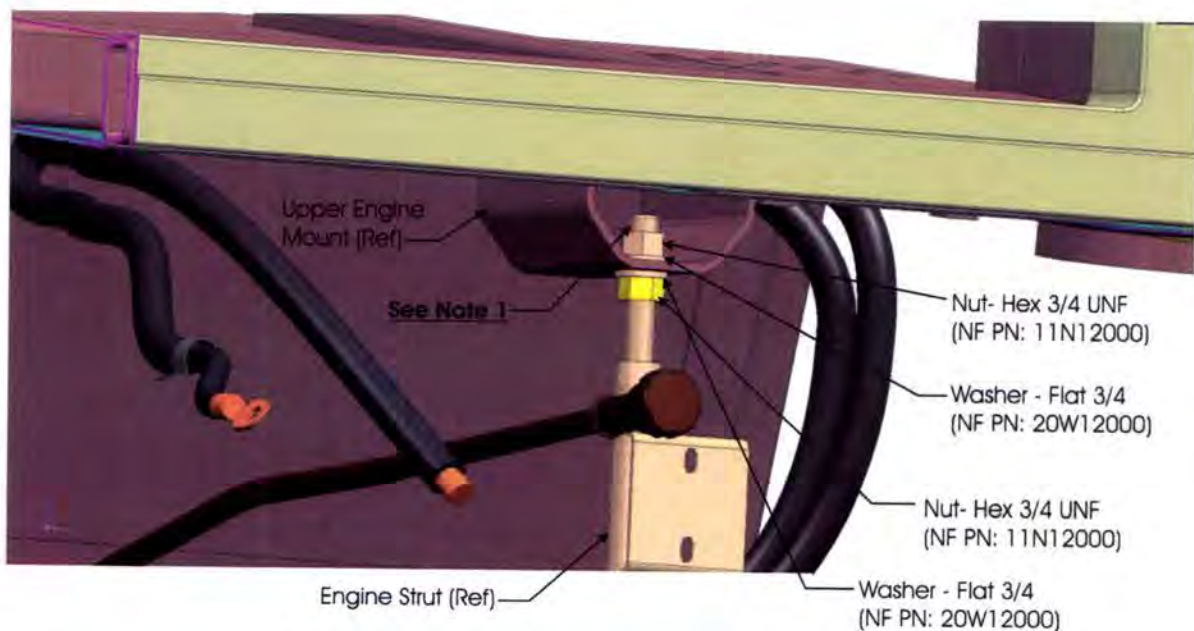


FIGURE 5: SHOWN APPLICATION OF THE UPPER HARDWARE ON ENGINE STRUTS.

NOTE: LOWER JAM NUT MUST BE BACKED OFF WHEN TIGHTENING UPPER JAM NUT.



Note:

- 1) Apply neverseize to threads at top of engine strut.

FIGURE 5A: SHOWN HARDWARE INSTALLATION FOR TOP OF THE ENGINE STRUT.

13. Once all hardware is torqued on engine struts, apply permanent yellow torque lines (marker) on hardware.
14. Re-install the engine/oil gauge that was removed in step 7. Before re-installing the hardware, apply never seize (**NF PN: 5928660**) to the threads of the bolt. Mount hardware and torque to **12 FT/LBS wet**. Secure any electrical that was removed from the street side strut.
15. Use the following new hardware to install the belt guard struts to the main engine struts:
 - a. Bolt 3/8x1.00 (**NF PN: 10B06016**) Qty.4
 - b. Washer-Flat 3/8 NOM (**NF PN: 10W06000**) Qty.8
 - c. Nut – 3/8-16 Lock (**NF PN: 40N06000**) Qty.4Apply never seize (**NF PN: 5928660**) to threads of the bolts. Mount hardware and torque to **22 FT/LBS wet**.

PART C: FOR COACHES EXHIBITING A CRACKED A/C L-SUPPORT BRACKET & CRACKED BELT GUARD STRUTS.

16. Disconnect battery cables when welding. Also disconnect ECU's for engine, transmission, electronic destination signs, remove fuses from TK controller, ABS and VCM as applicable.
17. Inspect the A/C L-bracket inside the engine compartment for cracks behind the curbside corner pillar. **Only weld coaches that have cracks appearing on the A/C L-bracket.** For coaches that have no cracks on the bracket after inspection, proceed to step 25. Refer to **Figure 6** showing cracked A/C L-support bracket.



Shown view of cracked A/C L-support bracket that requires to be welded at the defective area.

FIGURE 6: SHOWN CRACKED A/C L-SUPPORT BRACKET REQUIRING REPAIR.

18. Disconnect any electrical/components that is around the area and protect with welding blankets as required.

⚠ WARNING: The following safety equipment should be at the work station and used as required:

- Safety shields should be utilized and used as required when working at each workstation. Safety shields must be provided at each workstation. In addition, welding

technician should also be wearing proper venting equipment for welding.

- **Fire Extinguishers should be placed at each workstation. Each member trained to operate the fire extinguisher and know the location of each fire extinguisher at each workstation.**

19. Area enclosed by welded zone plus 2" either side to be cleaned to base metal by wire wheel or similar tool, removing all grease, oil and contamination from surfaces to be joined. This will ensure full penetration of the weld surface.

20. Locally clean repair area with a vacuum to remove dust & debris. Wipe the weld areas clean with a clean cloth.

21. Clamp the bracket in place to its original form and ensure that the bracket is square/level.

22. Tack weld the L-bracket in place.

23. Complete weld and ensure that welding has full penetration weld along the crack on the A/C L-support bracket. Weld on both sides. **See Appendix B (SST Weld Procedure) and Crack Repair Procedure (Appendix D).**

NOTE: Visual Inspection of the tube in the area must be done to confirm no further cracking has occurred after welding procedure is complete.

24. After welding of the crack has been completed, grind off sharp edges. Check for any weld defects such as undercut and porosity.

25. For coaches that have cracked belt guard support strut, weld repair as per steps 19-24 to repair. If coaches are not showing this issue, proceed to step 27. **Note:** Follow the weld procedure as per **Appendix C** (Weld Procedure for Carbon Steel) for carbon steel application. **Refer to Figure 7** showing typical cracks shown on belt guard struts.



FIGURE 7: SHOWING TYPICAL CRACKS ON BELT GUARD STRUTS.

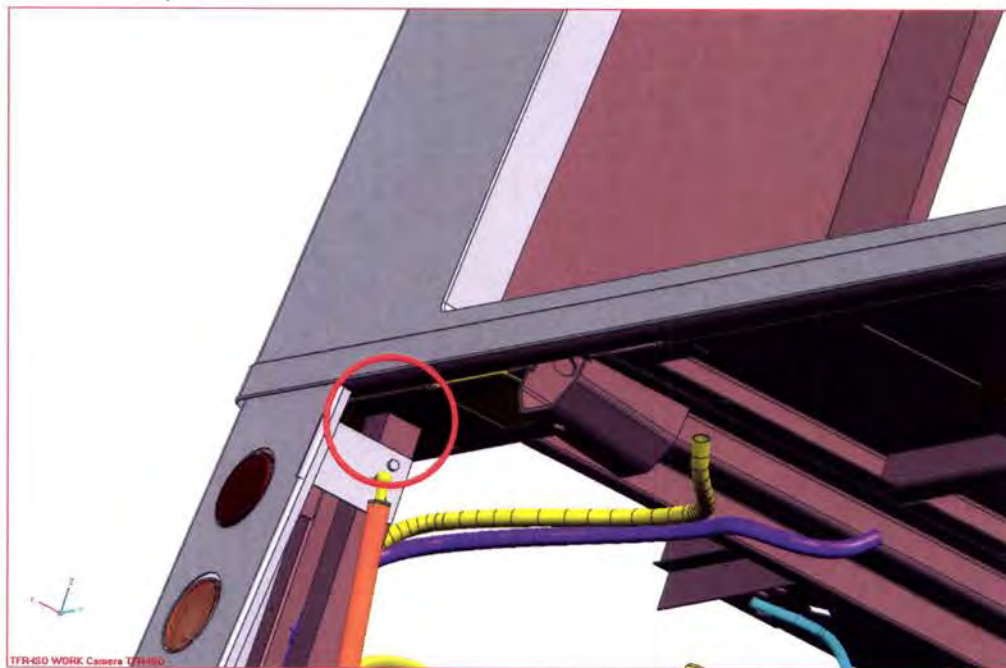
IF THE STREET SIDE BELT GUARD BRACKET CANNOT BE WELD REPAIRED, REPLACE THE BRACKET (NF PN: 262482).

26. Once area is cooled, re-apply zinc primer to the affected welded area. This will also include touching up corashield as well. **See Appendix E.**
27. Once all work completed in the engine compartment and welding complete (if required), re-install the belt guard that was set aside in step 5.
28. Remove all tools and debris from work area to return coach to service condition.
29. **Connect battery cables. Also connect ECU's for engine, transmission, electronic destination signs, re-install fuses in TK controller, ABS and VCM as applicable.**
30. Turn the main battery disconnect switch to the "ON" position.

APPENDIX A

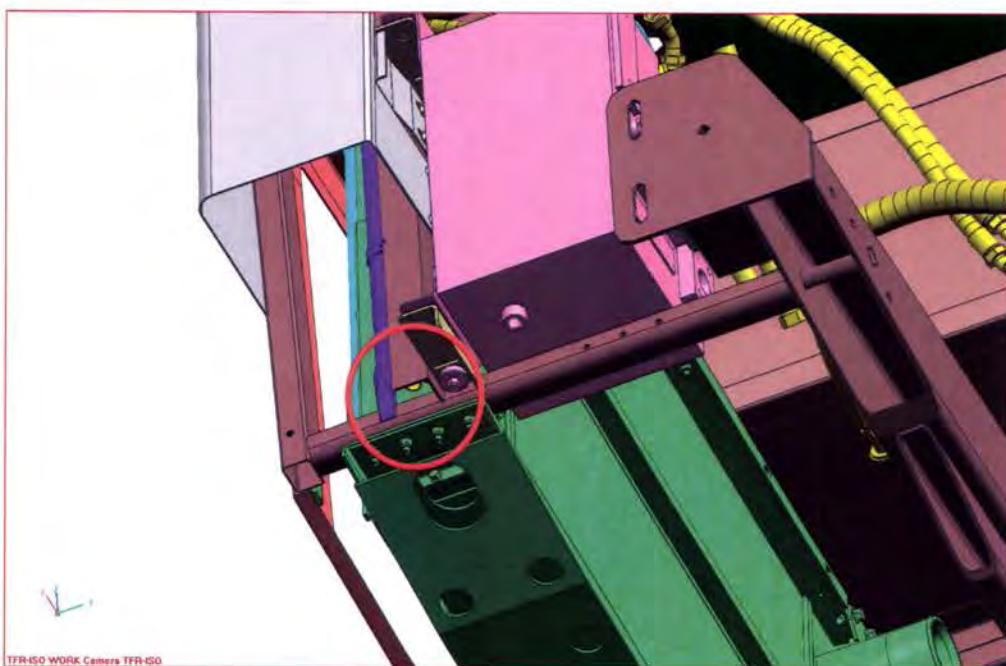
INSPECTION FOR ADDITIONAL CRACKING AND/OR DAMAGE IN ENGINE COMPARTMENT

Views from the back of the coach looking into the engine compartment:



LH Upper – this is the location where the tapping plate above the 2x2 angle is being bypassed on the base fleet. This area requires inspection for all coaches in the option fleet.

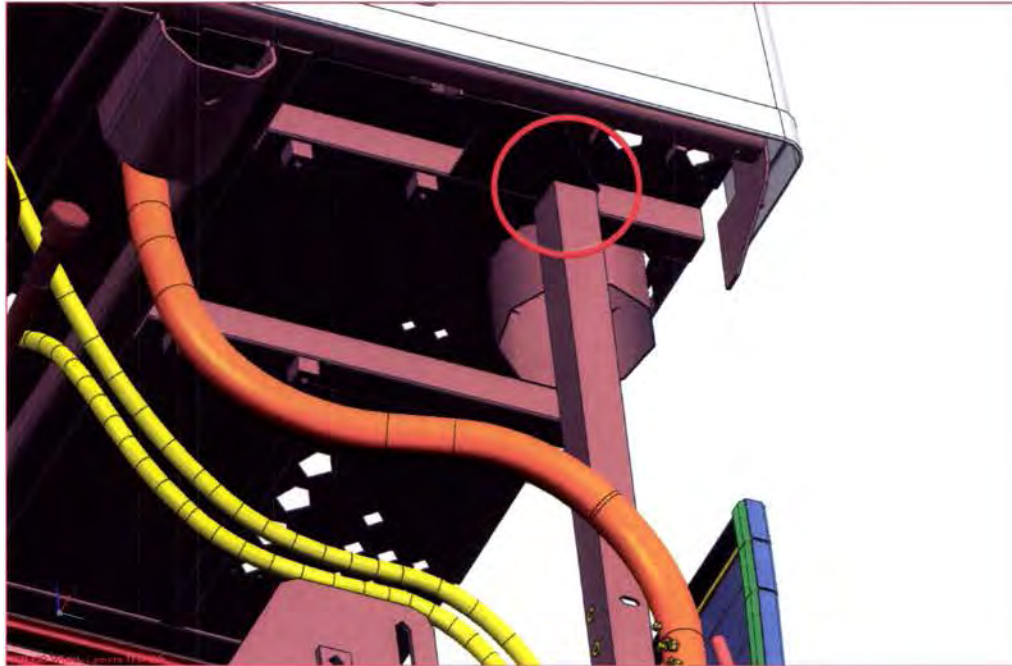
Notes:



LH Lower – location where 2x2 angle joins to the frame requires inspection.

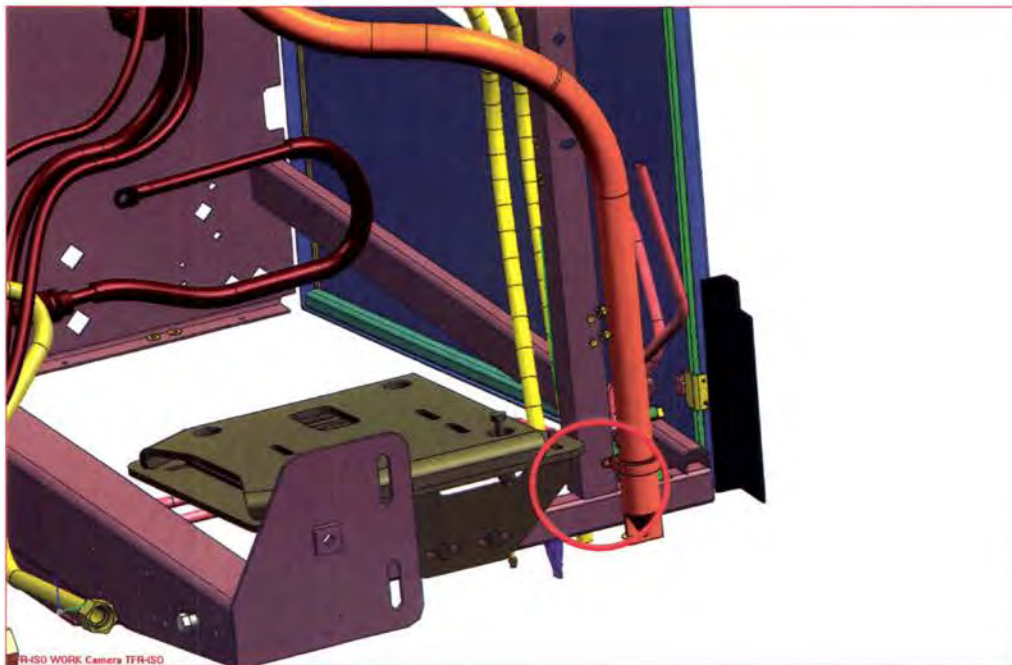


Notes:



RH Upper – location where 2x2 angle joins to upper plate requires inspection.

Notes:



RH Lower – location where 2x2 angle joins to frame requires inspection.

Notes:

APPENDIX B

SST Welding Procedure

304/304L STAINLESS STEEL WELDING PROCEDURE

- a) Oxy-acetylene torches must not be used.
- b) Area enclosed by welded zone plus 2" either side to be cleaned to base metal by **stainless steel** wire brush, removing all grease, oil, and contamination from surfaces to be joined.
- c) Disconnect ECUs for engine, transmission, electronic destination signs, ABS, and VCM.
- d) Temperature of stainless steel parts to be welded must be at minimum temperature of 50°F (10°C) before welding.
- e) All welds to be made with SMAW (stick welding) with 308L SS approved filler rod or engineering approved alternative shielding gas MIG welder using 308/308LSi wire. MIG shielding gas must conform to AWS D1.6 (98%Ar - 2%CO2 recommended).
- f) Welder shall meet qualifications for "all position" welding as per AWS D1.6 standard qualification for metal arc welding of 304 stainless steel.
- g) It is recommended to clean the area after welding with a stainless steel brush to remove oxidation.

APPENDIX C

Welding Procedure (Carbon Steel)

- I. Remove old weld by grinding as required. Oxy-acetylene torches must not be used.
- II. Area enclosed by welded zone plus 2" either side to be cleaned to base metal by wire brush, removing all grease, oil, rust and scale from surfaces to be joined.
- III. **Disconnect battery cables when welding. Also disconnect ECUs for engine, transmission, electronic destination signs, ABS and VCM.**
- IV. All welds to be made with E7018, low hydrogen welding rods. Gas metal arc welding (semi-automatic) may be used where practicable, provided AWS A5.18 standard E70S-3 or E70S-6 wire is used, with argon-carbon dioxide shielding gases.

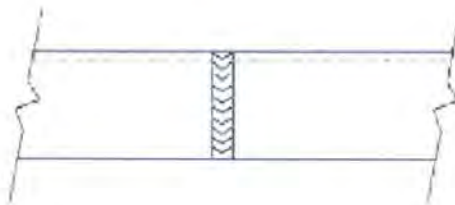
Welder shall meet qualifications for "all position" welding as per AWS D1.1 or CSA W59 standard qualification for metal arc welding.

APPENDIX D

CRACK REPAIR PROCEDURE



LOCATE THE CRACK SITE.



WELD UP ALL ACCESSIBLE CRACKS,
NO NEED TO GRIND CRACKS
AS MATERIAL IS 0.125" THICK.

APPENDIX E

PRIMER APPLICATION INSTRUCTIONS

Primer Mixing Instructions

- I. Clean area to be primed per painting and priming procedures in the New Flyer Service Manual under section: Chassis and Structure.
- II. Mix 1 part of PPG Catalyst S28079 (NFIL P/N 108936) with 2 parts of PPG Green Zinc Powdercoat S28080 (NFIL P/N 115956). Mixture to be applied by brush. No Varsol (thinner) is required. Mix thoroughly.
Cure time is 4 hours at 77°F (25°C).
Pot life of mixture is approx. 3 to 4 hours, BUT is significantly reduced with exposure to air (moisture).
- III. Minimum temperature is at least 3 degree Celcius above the dew point for Primer application.
- IV. For Sika sealant, the minimum temperature should not be below 5-degree celcius or above 40-degree celcius.

For flat black spray paint, see instructions on paint can for temperature ranges for application

Apply with a brush. Apply 2 to 3 thin coats to get proper coverage. This is only on the carbon steel area's that require touch up's (not SST). Touch up all area's with cora shield as required. Follow the same procedure to apply cora shield product.

Corashield Protective Coating Application

- I. Remove excess dirt, dust and debris from substrate using clean, dry cloth or air stream.
- II. Coating to be applied at ambient air temperature between 50 to 99 F (10 to 32 C).
- III. Substrate temperature must not exceed 212 F (100 C) during application.
- IV. Keep parts above freezing within first 24 hours after application.
- V. Using a 50:1 ratio or higher stainless steel pump, Reverse-A-Clean tungsten carbide tipped (0.021" to 0.027" in diameter) stainless steel airless spray gun and disposable brush or trowel, apply a single coating of Corashield P7972 (PN 134654).
Spray distance 12 to 15" (30 to 38cm).
ALTERNATELY: Apply Corashield by brush.
- VI. Allow to air dry at room temperature.

LABOUR ESTIMATE

	Operation	Men	Hours	Labour Time M X HR
A	Inspection for additional cracking and/or damage at certain area's inside engine compartment.	1	0.5	0.5
B	Replace hardware on engine struts.	1	4.0	4.0
C	Repair cracked A/C L-support bracket and belt guard struts as req'd.	1	4.0	* 4.0

*Note: Will only be repaired on affected buses with cracked brackets.

PARTS REQUIRED

Item	Part Number	Description	Qty. per Coach	Units	Notes
1	10B12040	Bolt – Hex ¾ UNC x 2.50	2	EA	
2	11N12000	Nut – Hex ¾ UNF	4	EA	
3	20W12000	Washer – Flat ¾	8	EA	
4	40N12000	Nut – Hex Lock ¾ UNC	2	EA	
5	256848	Assy-Eng Strut RH ISM	1	EA	*1
6	5928660	Never seize	0.1	EA	
7	10B06016	Bolt 3/8 x 1.00	4	EA	
8	10W06000	Washer – Flat 3/8 NOM	8	EA	
9	40N06000	Nut – 3/8 – 16 Lock	4	EA	
10	262482	Assy-Belt GD Strut LH	1	EA	*1
11	108936	PPG Catalyst S28079	0.05	GA	
12	115956	PPG Green Zinc S28080	0.10	GA	
13	235584	Undercoat-PPG 7972W	0.10	GA	*1

Note:

1) Only order as required.

ATTACHMENT “D”

**CTA Bulletin No. AS-26-483B – Belt Alignment
Engine & A/C Compressor Pulleys Effective
6-14-11 Superseded 8-17-09**



Bus Maintenance Division
Standard Operating Procedure
Vehicle Service Bulletin

Bulletin No. AS - 26 - 483 -B
Effective: 6-14-11
Supersedes: AS - 26 - 483 -A
Dated: 8-17-09

Page
1
Of
6

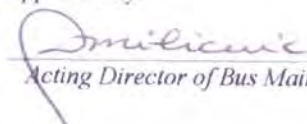
Title: BELT ALIGNMENT, ENGINE & A/C COMPRESSOR PULLEYS

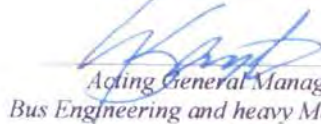
Vehicle Series: New Flyer 800-809; 1000-2029; 4000-4207 Series

Purpose:

To provide the maintenance personnel the manufacturer's recommended belt alignment procedure of the engine crankshaft pulley and A/C clutch pulley.

Approved By:


Acting Director of Bus Maintenance


Acting General Manager
Bus Engineering and heavy Maintenance


Manager
Technical Services-Bus

GENERAL: To ensure optimum air conditioning performance and longer belt life, it is necessary that proper belt alignment clearance between A/C clutch and engine crankshaft pulley must be maintained. Inspection is recommended every A/C PMP system check.

TOOLS /MATERIALS:

<u>Description</u>	<u>Lot Number</u>	<u>Quantity</u>
Standard shop Tools	As required	As required
Feeler Gauge	1740529	1
Alignment Tool , T519	1740184	1
Belts Tension Gauge, 320 lbs.	1755604	1

Reason for revision: To add 1000 series bus with ISM engines and emphasize the four different configurations of the Cummins engine belt idler/tensioner on all bus series, and include the correct belt tension specification.

Prepared by : L Lapa

NOTE: SAFETY IS PART OF THE JOB-

Exercise all CTA established safety rules relating to the use of tools, materials, Equipment and personal safety in the performance of these procedures.

Title: BELT ALIGNMENT ENGINE & A/C COMPRESSOR PULLEYS	Page 2 Of 6
Bulletin No AS - 26 - 483-B	

NOTE: Please refer to the following engine belt, idler/tensioner configurations before going over the following procedure:

Bus: 1000 - 1429, ISM 04, one tensioner, one idler roller
 1430 - 1629, ISM 07, one tensioner, one idler roller
 1630 - 2029, ISL 07, no tensioner, one idler roller
 4000 - 4207, ISL 07, no tensioner, two idler rollers

Procedure:

1. Park the bus on a level ground and shut off the engine. Apply parking brake.
2. Open engine compartment door.
3. Flip the toggle switch on the rear run box to the "off" position.
4. Remove the A/C compressor belt guards by removing the two hitch pins and set them aside for reuse.
5. Inspect the alignment tool for damage and wipe any dirt from the straight edge.
6. Position horizontally the straight edge of the alignment tool on the centerline of the engine and A/C compressor pulleys, as shown on figure 1, 2 & 3. Loosen the tool adjusting screws and adjust the tool extension bar as necessary until the extension bar straight edge rests across the flat surface of the engine pulley.
7. With the straight edge of the alignment tool resting flat on the engine crankshaft pulley, measure with a feeler gauge the clearance between the alignment tool and the A/C compressor pulley. Specified clearance should not exceed 0.070".
8. If the clearance exceeds 0.070", relieve the belt tension by loosening the idler roller bolts on the bracket. Loosen the four (4) A/C compressor plate mounting bolts.
9. With straight edge of the alignment tool laid flat on both sides of the engine crankshaft pulley, adjust the A/C compressor until the clearance between the pulley and the alignment tool is between 0.00 - 0.070".

Title:

BELT ALIGNMENT, ENGINE & A/C COMPRESSOR PULLEYS

Page
3
Of
6

Bulletin No:

AS- 26 – 483-B

10. Tighten the four (4) A/C compressor plate mounting bolts to 172 lbs.-ft of torque.
11. Tighten the idler roller bolts and adjust the belt's tension.
12. Ensure that the drive belt is between the idler rollers and tighten the tensioner rod to obtain 190 lb. force on the belt. Use the belt tension gage to verify the tension.
13. Ensure a space of 1/8" exists between the outside of the belt and idler rollers. Loosen roller retaining bolts and adjust rollers up or down as required.
14. **For ISM engine:** (a) Tighten the 3/4" bolt retaining the tensioner to the mounting bracket to 304 lb. ft.
(b) Tighten the two 5/8" nuts on the bolts clamping the tensioner plate to the mounting bracket.
15. **For ISL engine:** (a) Tighten the 3/4" bolt retaining the mounting plate to the support bracket to 304 lb. ft.
(b) Tighten the two 5/8" nuts on the bolts clamping the mounting plate to the support bracket.
16. Loosen the tensioner rod slightly to relieve the tension on the rod.
17. Reinstall the engine and A/C compressor pulley belt guards.
18. Start the engine. Operate the A/C compressor and observe for correct operation. Stop the engine and repair as necessary.
19. Recheck belt tension and adjust from 170 to 180 lb. ft., if readjustment is required.

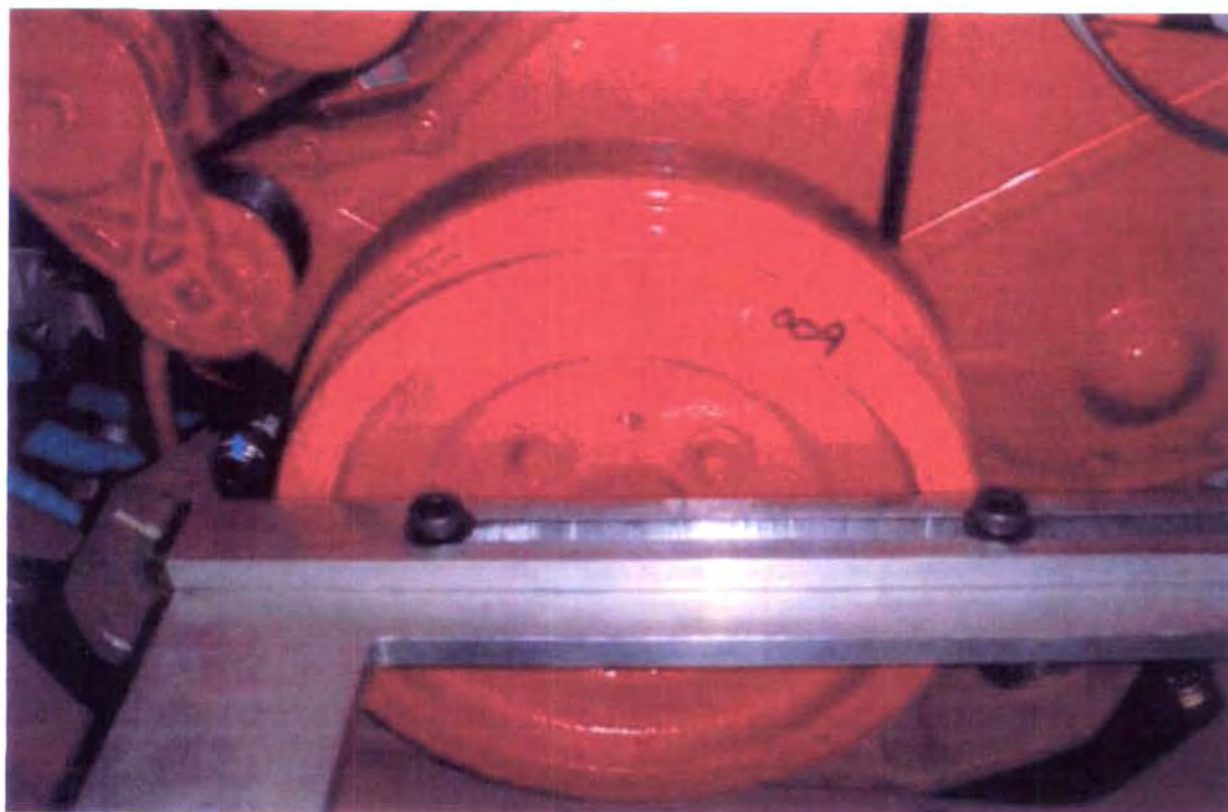


Figure 1

Title: BELT ALIGNMENT, ENGINE & A/C COMPRESSOR PULLEYS	Page 5 Of 6
Bulletin No: AS -26 -483-B	

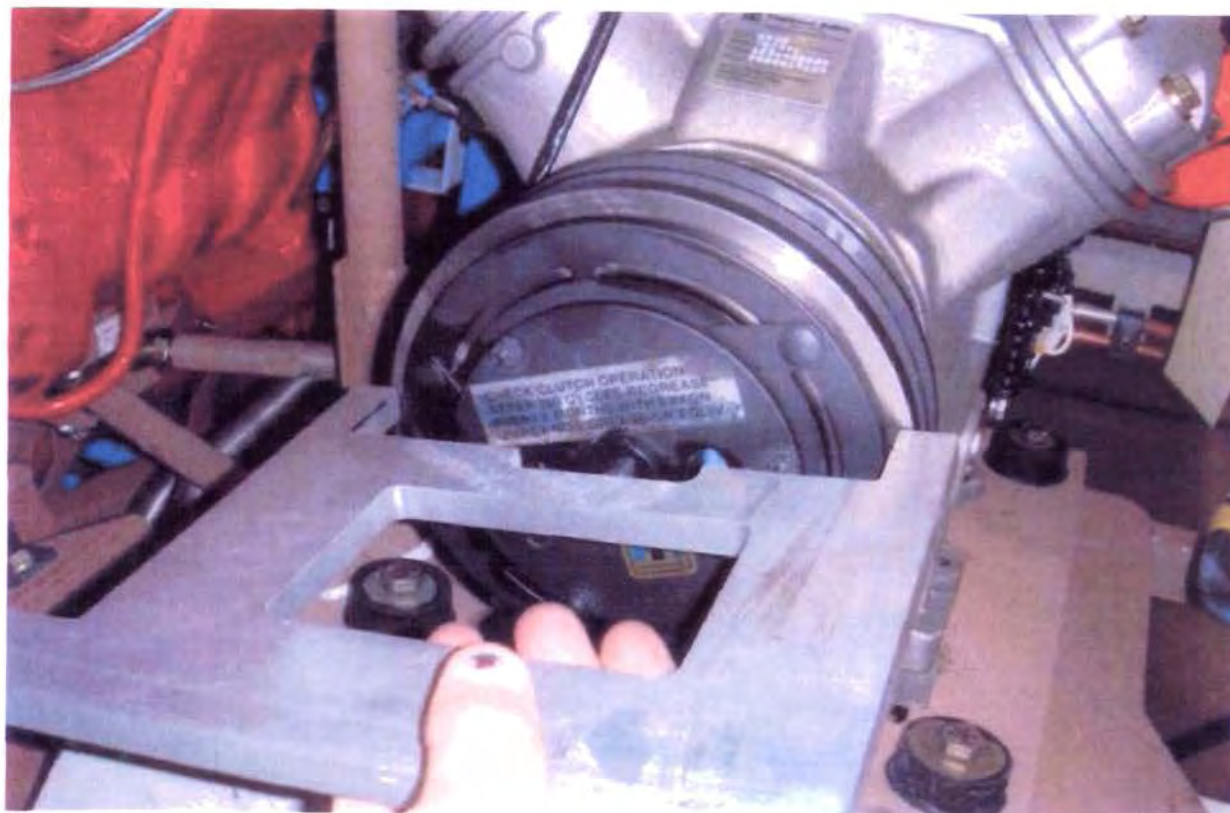


Figure 2

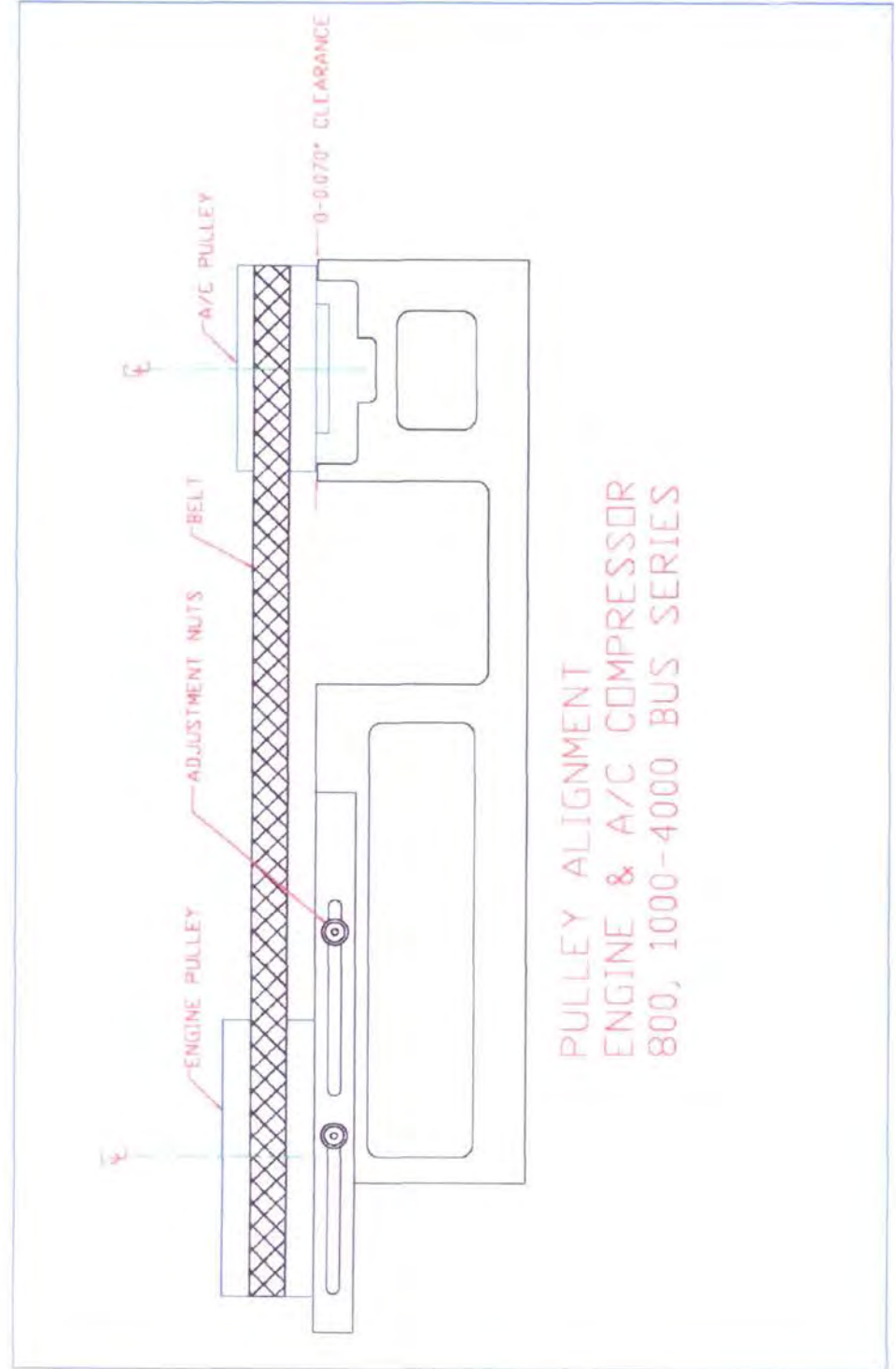


Figure 3

ATTACHMENT “E”

Thermo King Annual Bus Air Conditioning

Preventive Maintenance C Inspection

TK

THERMO KING

ANNUAL

BUS AIR CONDITIONING

PREVENTATIVE MAINTENANCE

C INSPECTION

BUS NO.:	_____	DATE:	_____
BUS MFG. & MODEL:	_____	AC UNIT MFG & MODEL:	_____
HUB MILEAGE:	_____	AC UNIT SERIAL NO:	_____
GARAGE LOCATION:	_____	COMPRESSOR SERIAL NO:	_____
TECHNICIAN:	_____	MAINT. SUPERVISOR:	_____

Note: The maintainer is to fill in the blank at the left upon completion of each PM Inspection Item using one of the "symbols" listed below. Record information or readings where requested for future reference.

Symbols: a. "PM": PM Performed b. "RN": Repair Needed c. "RC": Repair Completed

(Refer to Bus Manufacturer and/or A/C Manufacturer's Service Manual for all specifications)

I. Before Running Inspection

1. _____ Inspect and wash condenser, evaporator and heater coils with warm, soapy water. Steam clean compressor area. Clean evaporator and/or condenser drain lines and insure that drain outlet check valves are in place.
2. _____ Clean electrical control panel of lint, dirt and corrosion. Inspect all wire connections to be tight & clean. Clean with nylon brush & spray with contact cleaner as needed. Replace return air filters.
3. _____ Check evaporator and condenser motor hardware & fans to be tight and in good condition.
4. _____ Inspect driver's defrost-o-meter, check defroster water valve & linkage, adjust to specifications if needed & lubricate.
5. _____ Install service gauge manifold set at the compressor service valves and record static pressures to verify that there is refrigerant in the A/C system.
Suction: _____ PSIG Discharge: _____ PSIG
6. _____ Check for proper engine coolant level and record anti-freeze protection to _____ deg F. It should be 50/50 mixture of ethylene glycol/water = -34 deg. F. Visually inspect the entire A/C unit heater coil compartment and connecting lines for evidence of engine coolant leaks. Replace hoses or clamps as needed.

7. _____ Visually inspect entire A/C unit for evidence of leaks of refrigerant and oil. If leaks are detected, leak check A/C system with electronic leak detector. Repair as needed. Pay special attention to service valve packing glands, service access ports and Schrader valves. Insure protective caps are installed.
8. _____ Check moisture indicator in liquid line or receiver tank sight glass for moisture content. (If equipped) Green (Dry) _____ Yellow (Wet) _____
9. _____ Inspect boost pump & circuit breaker (10Amp) for noise and working properly.
10. _____ Check condenser on roof for debris and dirt, wash if needed. Check evaporator coil and wash with approved solvent. Check evaporator drain tubes and seals, and condenser drains tubes.
11. _____ Visually inspect condenser clutch for evidence of wear or overheating. Inspect viscous dampener if equipped. Inspect compressor drive belt for wear or deterioration. (Refer to bus manufacturer's service manual for specification).
12. _____ a. Condition: OK _____ Replaced _____
b. Tension: New Belt _____ lbs. Existing Belt _____ lbs.
c. Alignment: OK _____ Adjusted _____
13. _____ Check compressor sight glass for presence of oil and record oil color:
Clear/Amber _____ Brown _____ Gray _____ Black _____
Take sample of compressor oil and check for acidity using acid test kit.
Safe _____ Marginal _____ Acidic _____
Note: Replace oil if acidic or color is black or gray. Perform A/C system cleanup if required.

II. Running Inspection

14. _____ Start bus engine and turn the A/C system ON. Check and record the engine idle speed to be correct.
15. _____ Operate A/C system for 15 minutes at engine fast idle and record pressures and temperatures:

	<u>Engine Idle</u>	<u>Engine Fast Idle</u>	<u>Engine Full Throttle</u>
Suction:	_____ PSIG	_____ PSIG	_____ PSIG
Discharge:	_____ PSIG	_____ PSIG	_____ PSIG
Ambient:	_____ deg. F	_____ deg. F	_____ deg. F
Return Air:	_____ deg. F	_____ deg. F	_____ deg. F

16. _____ Check refrigerant charge level at fast idle. Make sure discharge pressure is 250 PSIG (min.) for R22 or discharge pressure is 150 PSIG (min.) for R134A systems. (Cover condenser air inlet to build head pressure if needed).
Charge Level OK _____ Added Refrigerant _____ lbs.
17. _____ Record compressor oil level (1/4 to 1/2 sight glass). _____ level _____ Added _____ Removed
18. _____ Record compressor oil pressure at engine idle. _____ PSIG
19. _____ Visually and audibly inspect operation of condenser and evaporator motors, compressor and clutch for abnormal noise or vibration.

20. _____ Perform compressor operating efficiency tests. (Record pressures in Step 20a. while performing Step 20).
- a. Compressor high pressure to _____ PSIG.
- b. Low side pump down to _____ inches of vacuum.
- 20a. _____ Check operation of low pressure (LPCO) and high pressure (HPCO) cutout switches and condenser pressure switch (CPS). (Record pressures while doing Step 20).

HPCO

Opens: _____ PSIG _____ PSIG _____ PSIG
Closes: _____ PSIG _____ PSIG _____ PSIG

21. _____ Replace dehydrator annually. (Write date on dehydrator with felt pen).
OK _____ Replaced _____
22. _____ Check evaporator pressure regulator (EPR) valve setting. (If equipped).
Adjust if needed. R134A (30 – 32 PSI) _____ PSIG
23. _____ Check main heater unit coolant valve and sidewall coolant valve to be opening and closing when interior thermostat cycles on/off. If so equipped, check coolant circulating pump to be operating.
24. _____ Inspect under seat blower motors for function and clean filters.
25. _____ Perform auto pre-trip per every vehicle, "PASS" or "FAIL" at end of test.
PASS _____ FAIL _____
26. _____ Record voltage and amperage readings of motors in high and low speed operation using voltmeter and amp clamp.

Cond. Motors

Curbside

High Speed: _____ Amps _____ Amps _____ Amps _____ Amps
Low Speed: _____ Amps _____ Amps _____ Amps _____ Amps
Voltage: _____ Volts _____ Volts _____ Volts _____ Volts

27. _____ Lubricate clutch bearing and check air gap to be .045 inch (TK S391 & S616 compressor)

Air Gap	Adjusted?	Lubricated?
---------	-----------	-------------

28. _____ Inspect driver's heater/defroster unit:
- a. _____ Replace return air filter.
 - b. _____ Inspect and wash heater coil with warm soapy water.
 - c. _____ Inspect motor brushes and replace if worn down.
 - d. _____ Lubricate control cable for defroster coolant valve.
 - e. _____ Clean and inspect drain outlet check valve.
 - f. _____ Check motor to operate on high and low speed.

29. _____ Visually inspect inside of evap. case – condition of the following:
- 1) Couplings
 - 2) Bearings
 - 3) Positive and ground cable connections to unit for corrosion and torque to specifications.
 - 4) Motor and driver connections.

30. _____ Check with remote computer with "Smart Pac" installed:
a. Correct current program
b. Correct temperature parameters
31. _____ Check final R134A charge level in sight glass.

Return bus to service

- A. **Remarks:** Note any observations, suggestions and/or explain repairs made during the PM of the A/C system on this bus.

1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____
7.	_____
8.	_____
9.	_____

- B. **Parts Used:** List all parts, fluids or refrigerant used during the PM and/or repair of the A/C system on this bus.

	<u>Qty</u>	<u>Part No.</u>	<u>Description</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____
9.	_____	_____	_____

ATTACHMENT “F”

New Flyer ITS 3555

Replace Synflex Line on Exhaust Port of Kneeling Valve



THIS DOCUMENT AND THE CONTENTS DISCUSSED HEREIN ARE THE CONFIDENTIAL AND PROPRIETARY INFORMATION OF NEW FLYER INDUSTRIES CANADA ULC AND NEW FLYER OF AMERICA INC. AND ARE DISCLOSED BY NEW FLYER IN CONFIDENCE. THIS DOCUMENT AND THE CONTENTS HEREIN ARE NOT TO BE DISCLOSED BY THE INTENDED RECIPIENT WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF NEW FLYER. ANY UNAUTHORIZED DISCLOSURE, REPRODUCTION OR OTHER DISTRIBUTION OF THIS DOCUMENT OR INFORMATION IS STRICTLY PROHIBITED AND MAY RESULT IN ACTION BEING TAKEN AGAINST THE PARTY MAKING THE UNAUTHORIZED DISCLOSURE. THIS DOCUMENT AND ALL COPIES HEREOF MUST BE RETURNED TO NEW FLYER UPON REQUEST.

INSTRUCTION TO SERVICE ITS: 3555

SECTION: 246 Air, Brakes & Leveling System	MODEL: <input type="checkbox"/> 30FT <input type="checkbox"/> 35FT <input checked="" type="checkbox"/> 40FT <input type="checkbox"/> 60FT <input checked="" type="checkbox"/> DSL <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> ELEC	TYPE: <input type="checkbox"/> HIGH FLOOR <input checked="" type="checkbox"/> LOW FLOOR	WRITTEN BY: Grant Li
--	---	---	-----------------------------

OBJECTIVE/SUBJECT:

Replace synflex line on exhaust port of kneeling valve.

PROCEDURE:

PART A: Check operation of kneeling valve.

1. Bring vehicle to complete stop, put shift selector in neutral, apply the parking brake and set the door controller to Position #2 to open entrance door. Kneeling will not be enabled if the door is closed.
2. Lift the switch guard and hold the Kneel switch in the LOWER position until the vehicle is completely kneeled.
3. Set the Kneel switch to the RAISE position and close switch guard. The vehicle will raise automatically to its full ride height.
4. If kneeling valve is not functioning, perform PART B only.
5. If kneeling valve is functioning, perform PART C only.

PART B: Replace kneeling valve and exhaust line.

6. Turn the main battery disconnect switch to the "OFF" position.
7. Raise coach in accordance with the New Flyer Service Manual.

8. Drain air system to remove pressure in the lines.
9. Locate rear kneeling valve as shown in Figure 1.



Figure 1: Existing kneeling valve location.

10. Disconnect electrical connector from the kneeling valve.
11. Disconnect all air lines, fittings and plugs from the valve including the solenoid valve. Set aside for reuse. See Figure 2.

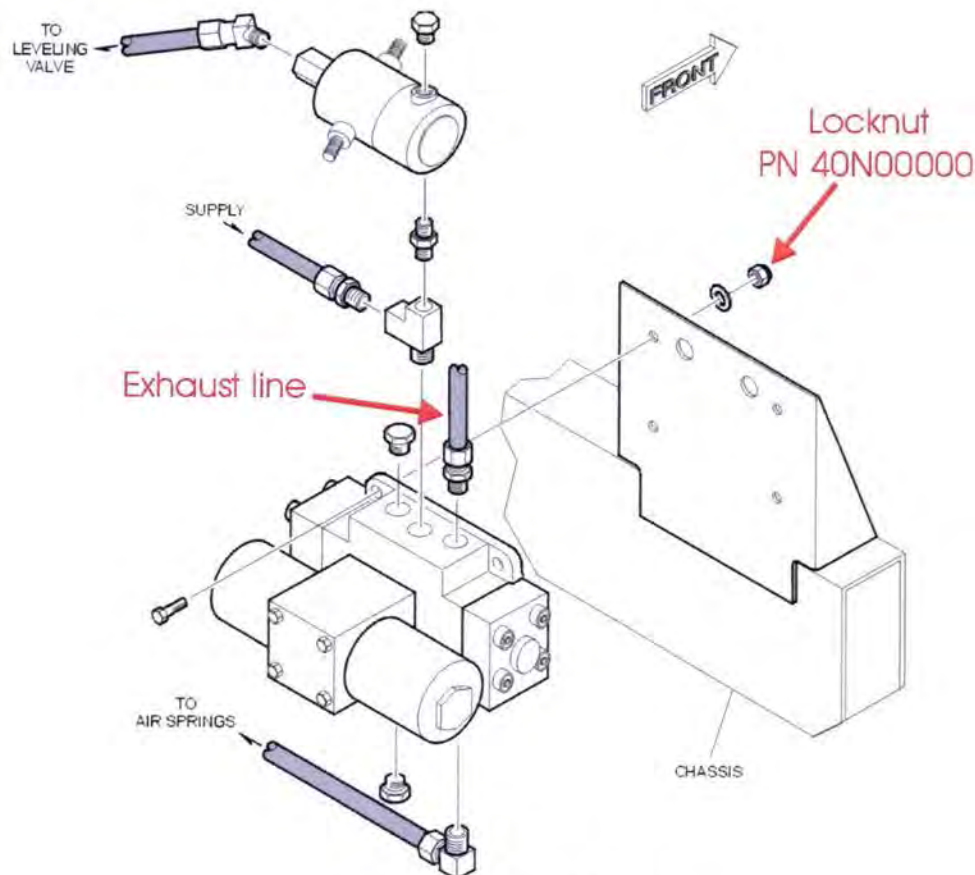
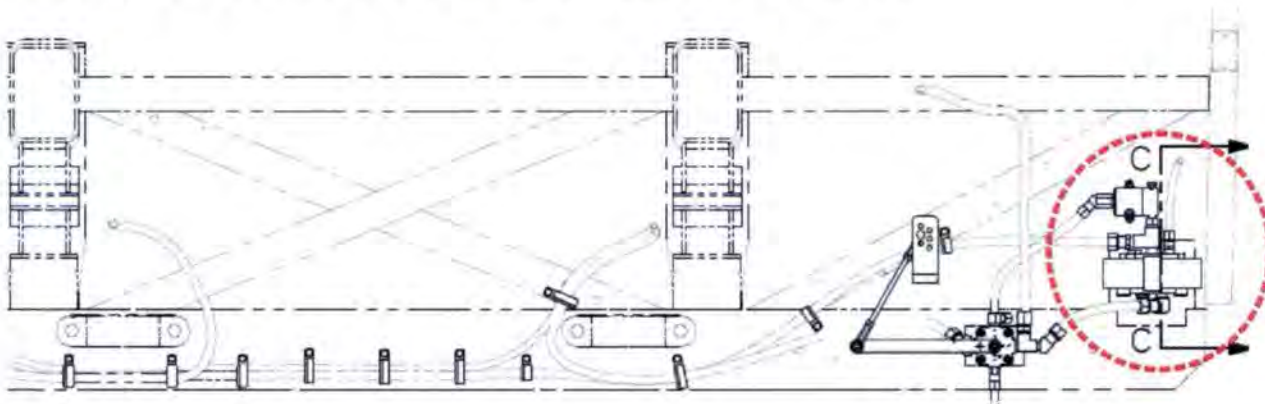


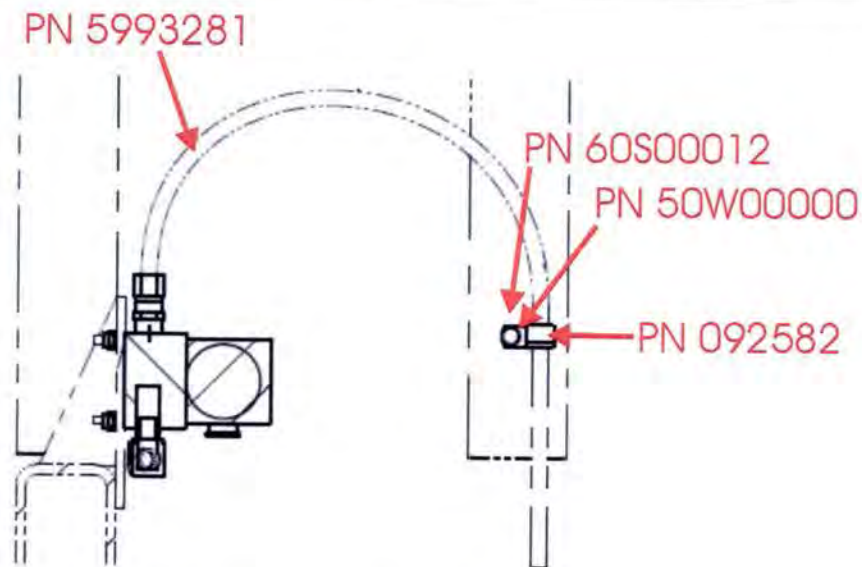
Figure 2: Kneeling valve.

12. Remove screws, washers and locknuts which retain valve to mounting bracket. Discard locknuts and kneeling valve, keep other hardware for reuse. See Figure 2.
13. Take new kneeling valve (PN 038874) and install valve onto mounting bracket. Secure with screws and washers removed from step 12, use new locknuts (PN 40N00000).
14. Reconnect electrical connector to valve.
15. Reconnect air lines, fittings and solenoid to the kneeling valve except for exhaust line. See Figure 2. Exhaust line may be discarded. Keep nut for reuse. Discard insert and sleeve, new ones will be provided.

NOTE: Clean and apply Loctite PST to all pipe thread fittings, ensure excess does not enter valve ports.

16. Attach a new piece of blue synflex line (PN 5993281) to the exhaust port of the rear kneeling valve. Use approximately 24 inches of synflex line. Reuse nut and use new insert (PN 6354919) and sleeve (PN 8410514).
17. Route the synflex line according to Figure 3. P-clamp (PN 092582) synflex line to structure, use screw (PN 60S00012) and washer (PN 50W00000) to secure.





SECTION C - C

Figure 3: New synflex line.

18. Trim blue synflex line to fit if required.
19. If necessary, lower coach in accordance with the New Flyer Service Manual.
20. Turn the main battery disconnect switch to the "ON" position.

PART C: Install synflex line on exhaust port of kneeling valve.

21. Turn the main battery disconnect switch to the "OFF" position.
22. Raise coach in accordance with the New Flyer Service Manual.
23. Locate rear kneeling valve as shown in Figure 4.

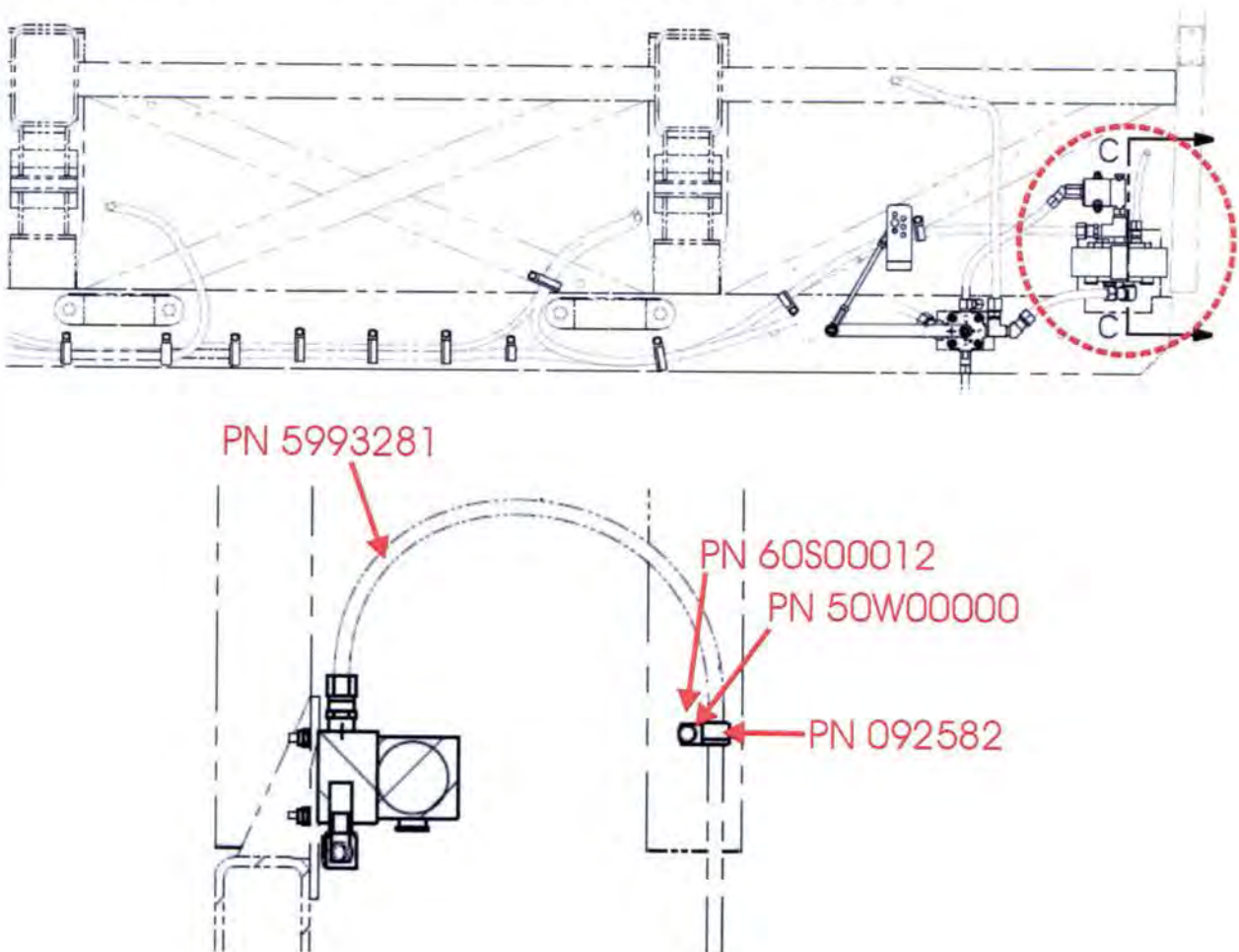


Figure 4: Existing kneeling valve location.

24. Remove the existing blue synflex line from the exhaust port of the rear kneeling valve and

discard. Keep nut for reuse. Discard insert and sleeve, new ones will be provided.

25. Attach a new piece of blue synflex line (PN 5993281) to the exhaust port of the rear kneeling valve. Use approximately 24 inches of synflex line. Reuse nut and use new insert (PN 6354919) and sleeve (PN 8410514).
26. Route the synflex line according to Figure 5. P-clamp (PN 092582) synflex line to structure, use screw (PN 60S00012) and washer (PN 50W00000) to secure.



SECTION C - C

Figure 5: New synflex line.

27. Trim blue synflex line to fit if required.
28. If necessary, lower coach in accordance with the New Flyer Service Manual.
29. Turn the main battery disconnect switch to the "ON" position.

LABOUR ESTIMATE

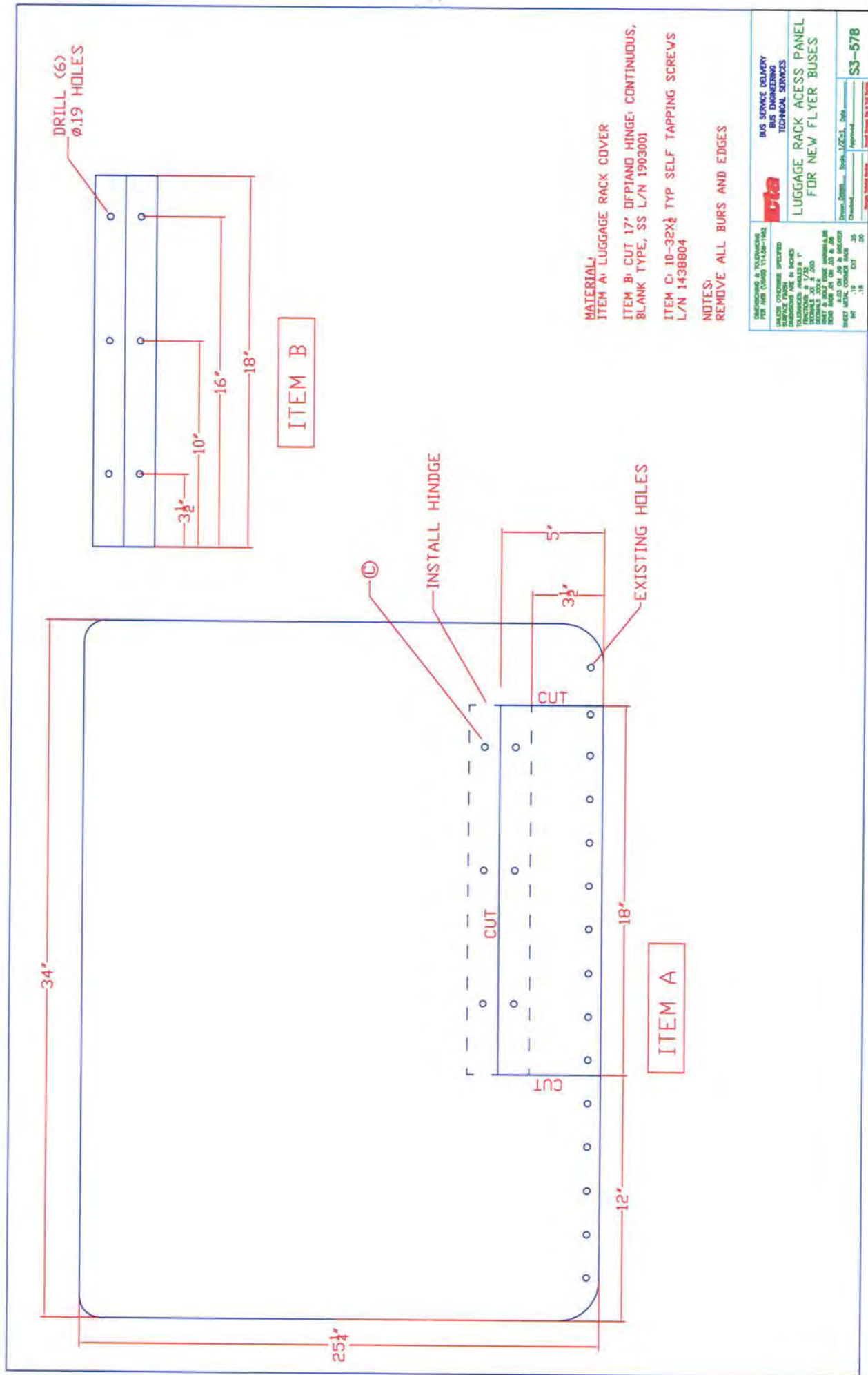
	Operation	Men	Hours	Labour Time M X HR
1	Replace synflex line on exhaust port of kneeling valve.	1	1.00	1.00

PARTS REQUIRED

Item	Part Number	Description	Qty. per Coach	Units	Notes
1	5993281	TUBE NYLON 3/8 BLUE	2	FT	
2	8410514	SLEEVE FTG SYN TUBE	1	EA	
3	6354919	INSERT	1	EA	
4	092582	CLAMP-P .5 SS/HT	1	EA	
5	60S00012	SCREW-TRI-LOB 10-24 PH	1	EA	
6	50W00000	WASHER FLAT SS #10	1	EA	
7	038874	VALVE ASSEMBLY SOLENOID 4-WAY	1	EA	
8	40N00000	NUT LOCK NYLON #10 24 UNC	4	EA	
9	8110442	LOCTITE 567-THREAD SEALANT	0.01	EA	

ATTACHMENT “G”

**CTA Drawing S3-578 – Luggage Rack Access Panel
(Curbside Shock)**



MATERIAL:

- ITEM A: LUGGAGE RACK COVER
- ITEM B: CUT 17" DEPIAND HINGE: CONTINUOUS, BLANK TYPE, SS L/N 1903001
- ITEM C: 10-32X 1/2 TYP SELF TAPPING SCREWS L/N 1438804

NOTES:
REMOVE ALL BURS AND EDGES

<p>DESIGNED BY: T. J. HARRIS REVISED BY: T. J. HARRIS DATE: 11/18/1982</p>	
<p>DESIGN CHECKED BY: T. J. HARRIS DATE: 11/18/1982</p>	<p>DESIGN APPROVED BY: T. J. HARRIS DATE: 11/18/1982</p>
<p>MANUFACTURED BY: T. J. HARRIS DATE: 11/18/1982</p>	<p>ASSEMBLED BY: T. J. HARRIS DATE: 11/18/1982</p>

<p>BUS SERVICE DELIVERY BUS ENGINEERING TECHNICAL SERVICES</p>	
<p>LUGGAGE RACK ACCESS PANEL FOR NEW FLYER BUSES</p>	
<p>DESIGN: T. J. HARRIS CHECKED: T. J. HARRIS DATE: 11/18/1982</p>	<p>APPROVED: T. J. HARRIS DATE: 11/18/1982</p>
<p>S3-578</p>	

PROCUREMENT DETAIL SPECIFICATIONS

<u>Specification №</u>	<u>Description</u>
CTA 9985-12	Master Specification for Overhaul Kits 1000 thru 1429 Series Buses
CTA 1060-10	Replacement Diesel Engine Packages; Cummins Recon Brand
CTA 5396- 10	Rebuilding ZF-Drive Transmissions
CTA 7958-12	Rebuild Service for C.E. Niehoff Alternators
CTA 4745-07 (R10)	Hose, Silicone Rubber: Radiator, Heater
CTA 137-09	Antifreeze, engine: Ethylene Glycol, Inhibited, 50/50 Pre-Mixed
CTA 2921-11	Oil; Crankcase, Internal Combustion Engine
CTA 1036-12	Automatic Transmission Fluid; Synthetic
CTA 2142-07A(R11)	Hydraulic Fluid; Vehicle Transmission or Power Steering Applications
CTA 0022-11	Mineral and Synthetic Based Grease: Multipurpose, Automotive, EP2
CTA 399-07(R12)	Hydraulic Fluid-Aviation Wheelchair Lifts

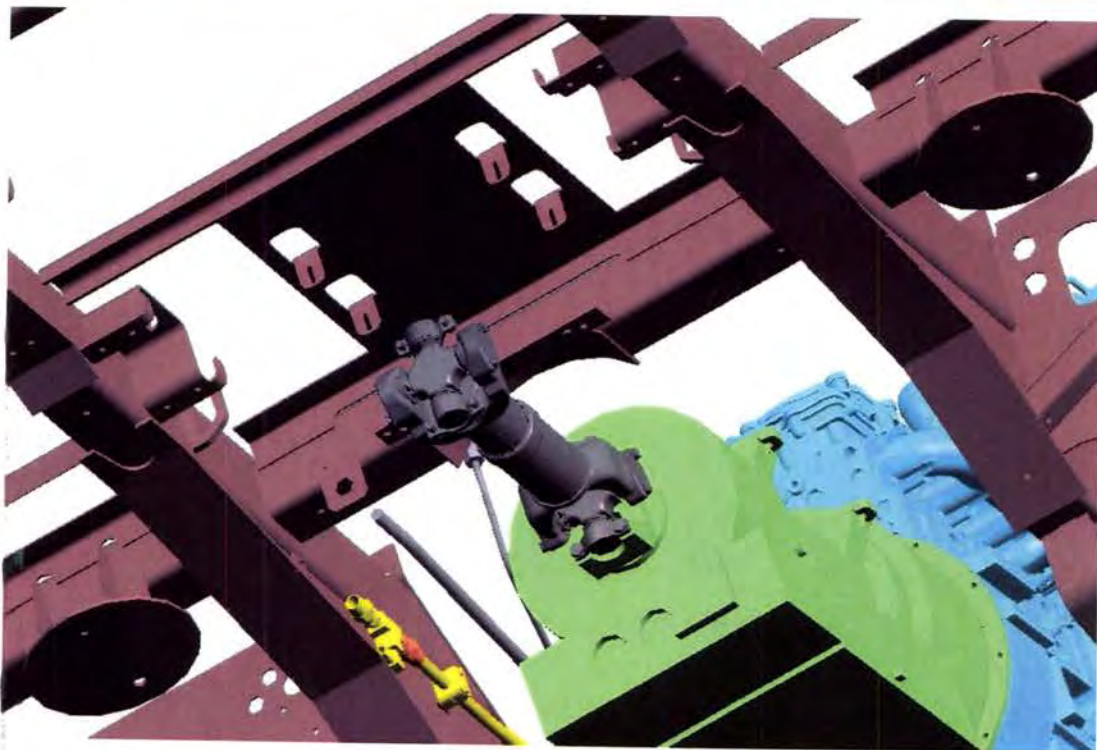
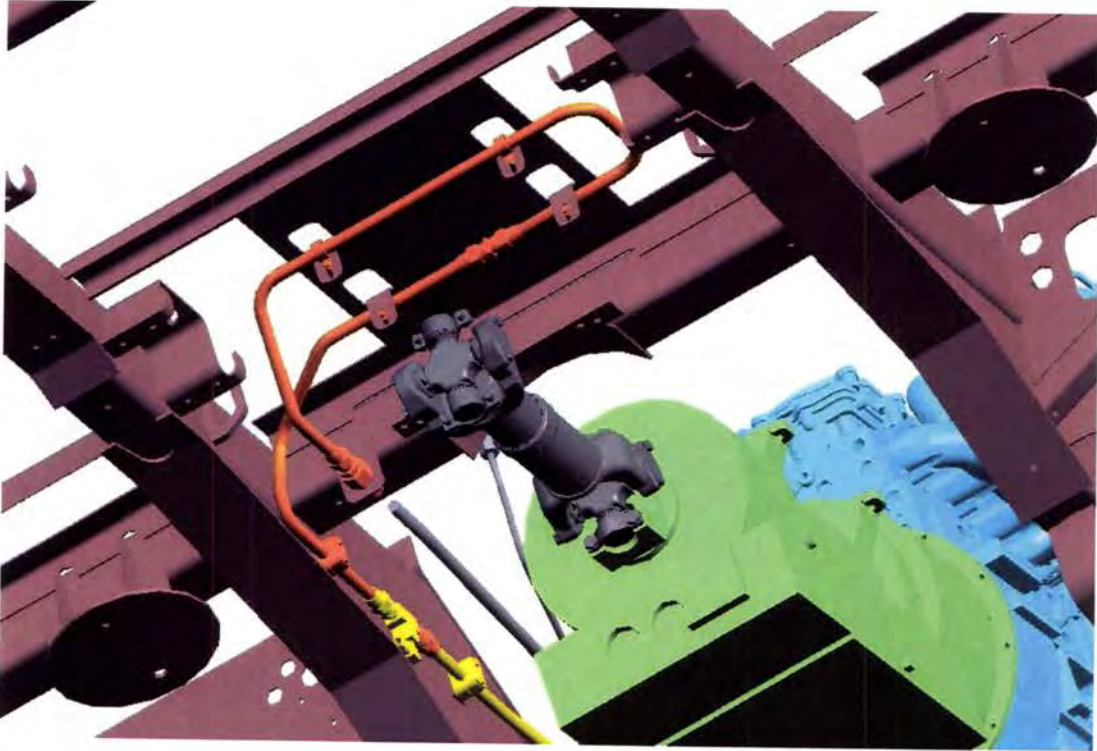
ATTACHMENT “H”

New Flyer Work Instructions Drive Shaft Door

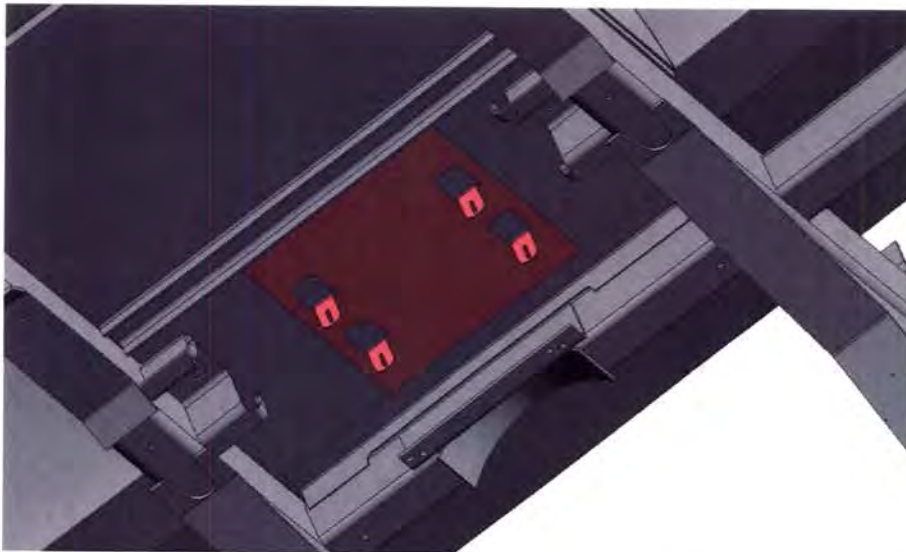
Rev B

UNDERSIDE ABOVE DRIVESHAFT

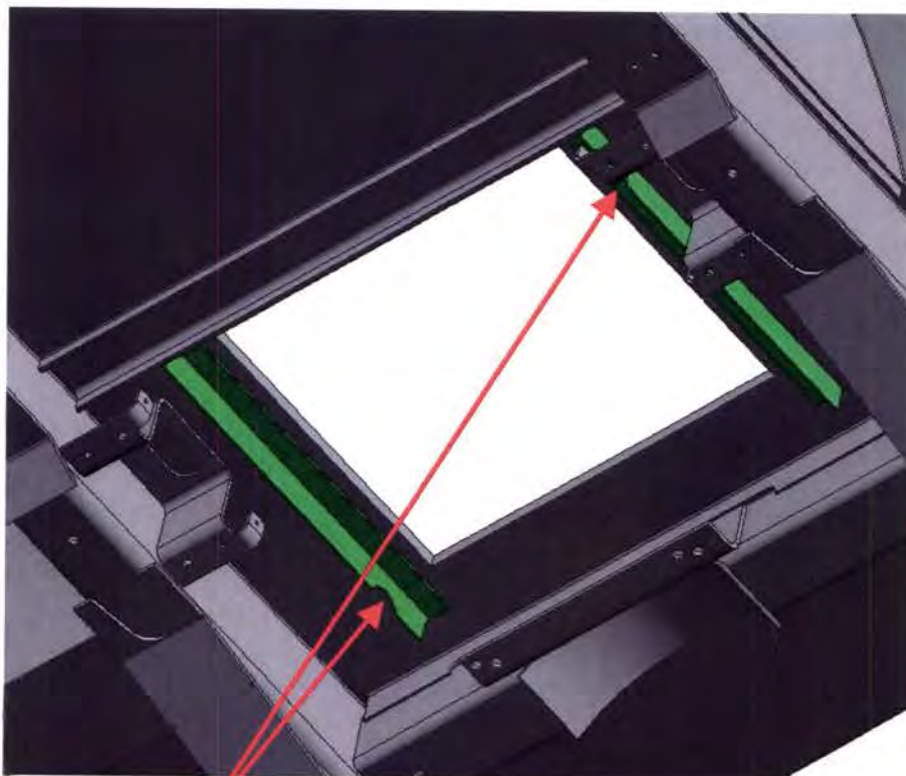
REMOVE "TROMBONE" AIR DRYER COPPER TUBE AND CLAMPS.



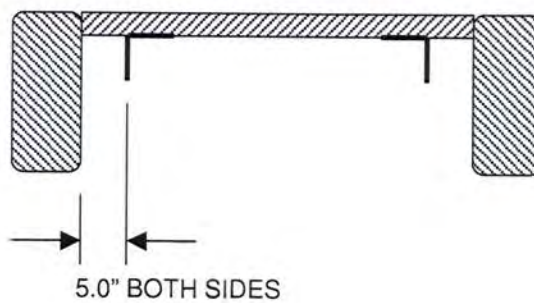
COMPLETELY REMOVE "TROMBONE" SUPPORT PLATE



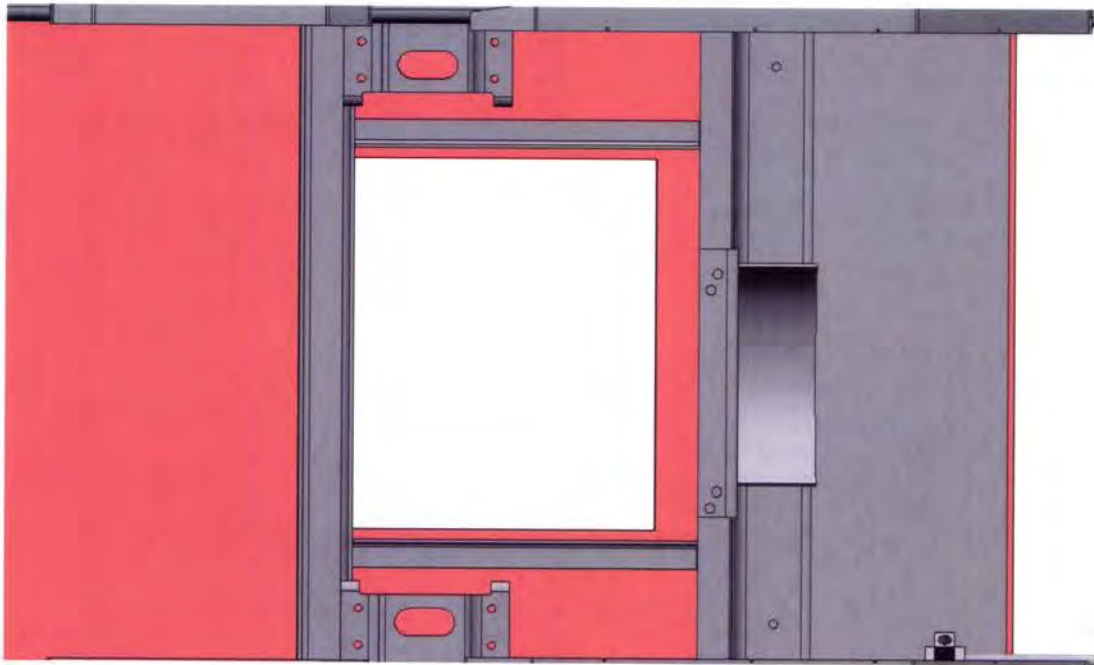
WELD NEW SUPPORT PLATES 6389849. BUTT AGAINST FLOOR AND FORWARD CROSS-RAIL. POSITION 5" FROM MAIN RAIL WITH CUTOUTS POINTING AWAY FROM BUS FLOOR



CUTOUT AWAY FROM
BUS FLOOR

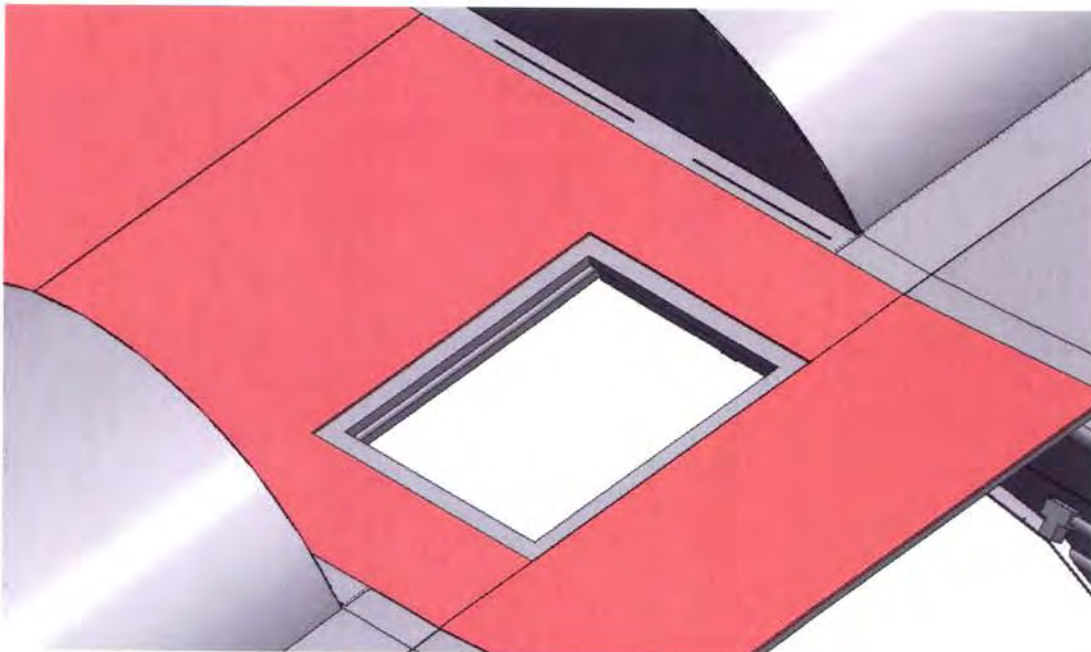


CUT HOLE THROUGH FLOOR. FLUSH WITH FORWARD CROSS-RAIL. CENTERED.
OPENING APPROX 20 X 16.375



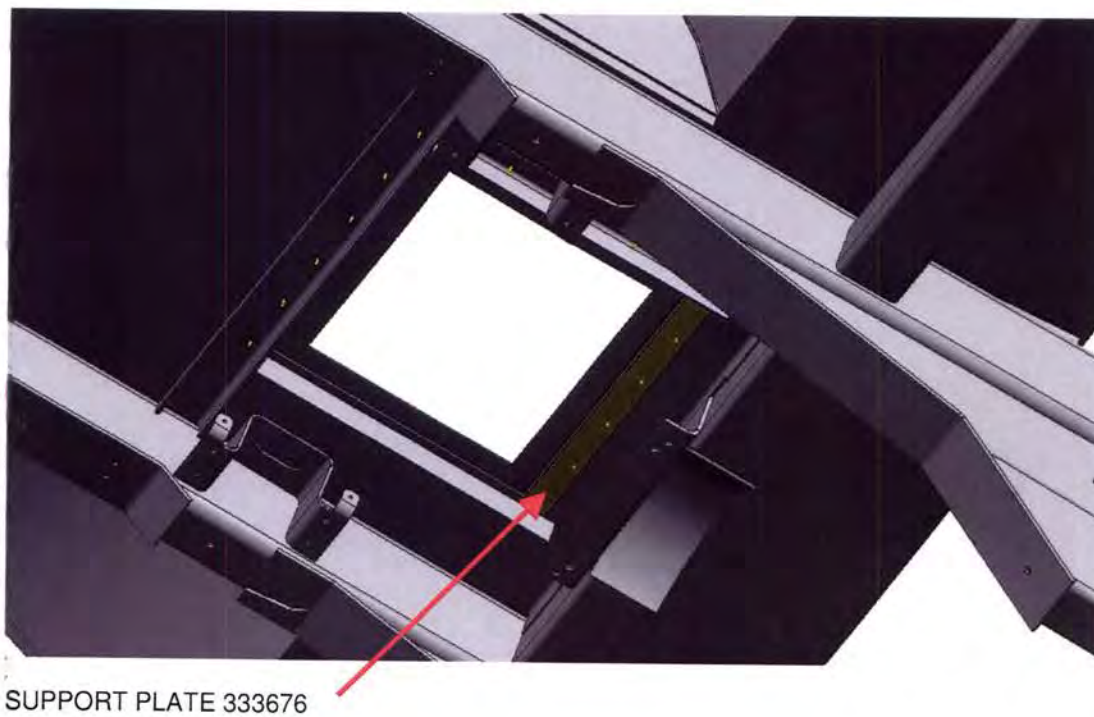
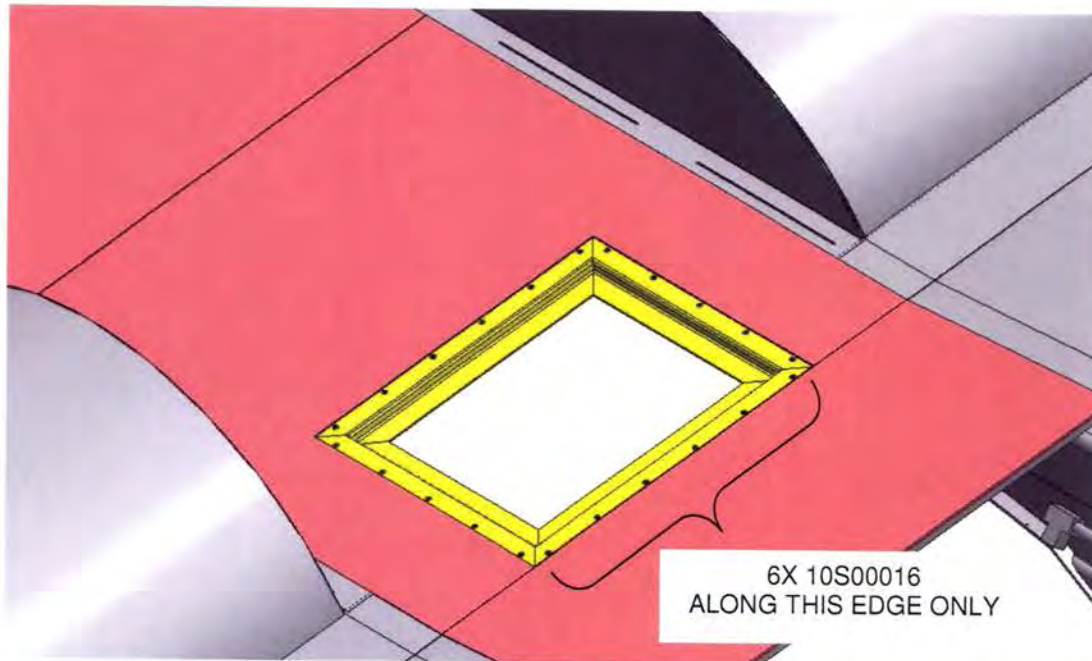
INSIDE BUS

TRIM FLOORING TO ACCOMMODATE FLANGE OF ACCESS DOOR FRAME (334364)
CENTERED ON FLOOR HOLE
OPENING APPROX 23 X 19



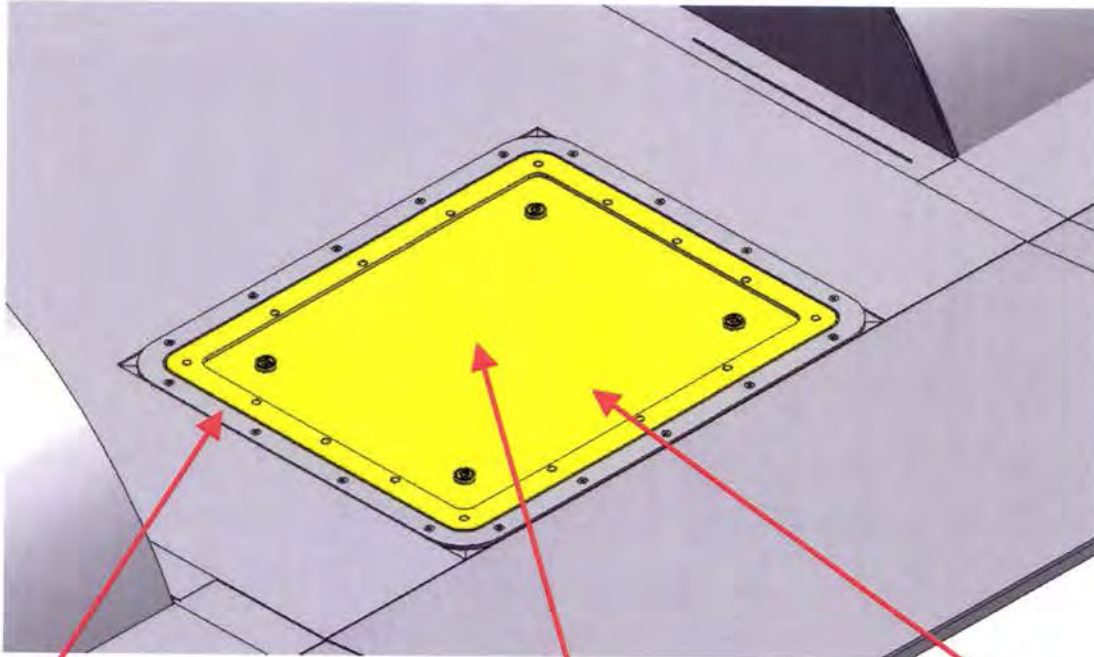
INSTALL FRAME (334364). USING HOLES AS TEMPLATE DRILL AND TAP #10-24UNC HOLES THRU STEEL SUB FRAMES. SECURE WITH 10S00024 AND 10S00016

NOTE! AT REARMOST EDGE, ENSURE SUPPORT PLATE 333676 IS FASTENED WITH PLOGRIP 287229 AGAINST UNDERSIDE OF FLOORING



INSTALL TRIM (342239). USING HOLES AS TEMPLATE DRILL AND TAP #10-24UNC THROUGH FRAME. SECURE WITH 10S00012

INSTALL AND LOCK DOOR ASSEMBLY (341215)

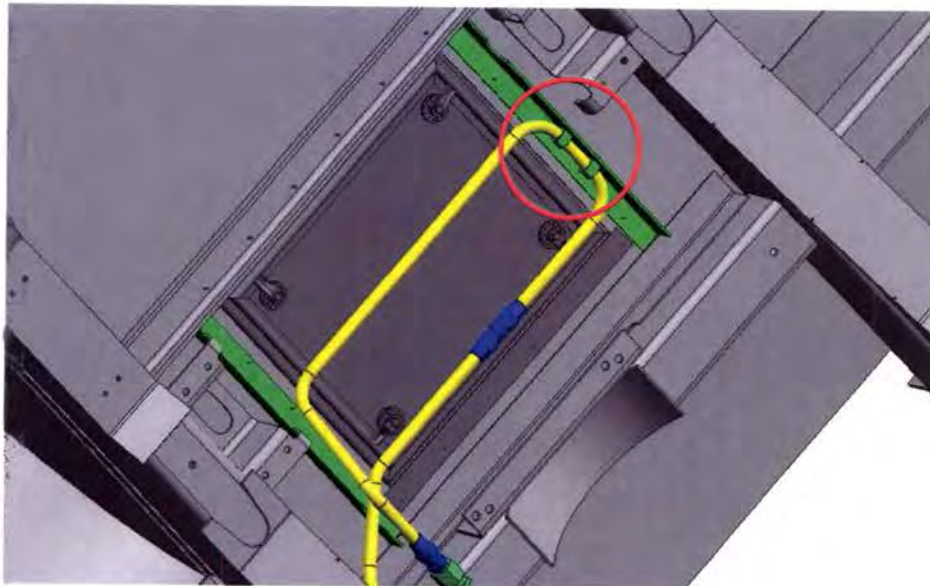


TRIM

DOOR

GLUE FLOOR MATERIAL TO TOP OF ACCESS DOOR USING CONTACT ADHESIVE

REINSTALL TROMBONE COMPONENTS AND CLAMP IN POSITION USING THE P-CLAMPS AND REMAINING HARDWARE



ATTACHMENT "I"

Vapor Bulletin No. TB8-3-128 Issued August 1995

Installation and Adjustment Procedures

for the

Electro-Pneumatic Power Glide Front Door

System used on New Flyer Low Floor Coaches

Issued August, 1995
Printed in U.S.A.
Vapor File No. 94050-1

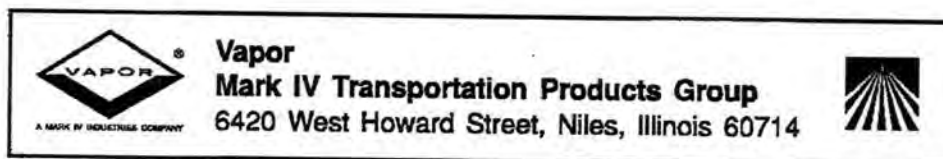
Vapor Bulletin
No. TB8-3-128

INSTALLATION AND ADJUSTMENT PROCEDURES
FOR THE
ELECTRO-PNEUMATIC POWER
SLIDE GLIDE FRONT DOOR SYSTEM
USED ON
NEW FLYER LOW FLOOR COACHES

A. GENERAL

Refer to system application drawing PN 59406120 to ensure that the Bill of Material for your equipment corresponds to the required installation. The following drawings should be referred to when using this bulletin:

<u>Description</u>	<u>Drawing No.</u>
Application Drawing	59406120
Base Plate Assembly	59366495
Bus Door Controller	59530302
Door Panel Assembly	59267229
Hardware Kit	59217236
Pocket Seal Kit	59211005
Sensor Kit	59520424



B. UNPACKING THE DOOR SYSTEM COMPONENTS

After uncrating the door system components, inspect them for damage that might have occurred during shipment. Check that all control components and wiring are intact and that none are broken or loose. Be sure the limit switches on the door operator assembly have not been damaged. Replace any damaged components before attempting to install door system.

C. PRELIMINARY DOOR PANEL PREPARATION

This section covers the installation of the following items:

Part No.	Description	Item No.
57521709-33	Edge - Door	12
58420612-99	Extrusion - Door	8
59211005	Kit - Pocket Seal	24
59221984-01	Brush Assembly -Lower	14
59221007	Handle - Door	23
59267229-18	Door Panel Assembly, R.H.	2
59267229-19	Door Panel Assembly, L.H.	3
58614188	Glazing Rubber	15

Step Procedure

1. Precut 75 inch lengths of front door edge (Item 12).
2. While holding the front door panel assembly (Item 2) in place, slide the rubber door edge (Item 12) into the leading edge "C"-channel as shown on the application drawing. Use a soap and water solution as a lubricant when sliding the rubber edges into the door channel. The door edge should be flush with the top of the door and should protrude 1/2 inch from the bottom edge of the door.
3. Repeat Steps 1 and 2 for front left hand door panel (Item 3).
4. Secure the door edge seals to the door panels using No. 6 x .88 inches long, self tapping flat head screws (Item 16) at the top and bottom inside surface or leading edge (2 screws per door).
5. Precut 67-1/4 inch lengths of door trailing edge seal (Item 8).
6. Clean the surface of the jamb seal with isopropyl alcohol before applying pocket edge seal.

<u>Step</u>	<u>Procedure</u>
-------------	------------------

7. Use a flat tip screw driver to partially fit the trailing edge seal (Item 8) into the door panel trailing edge. Tap the remaining portion into the door channel using a rubber mallet. Repeat this procedure for both door panels.
8. Install pocket seals (Item 24) to door panel upper and lower pockets using the mounting hardware supplied with the kit. Install pocket seals on the door panels.
9. Install the door lower brush seals (Item 14) as shown on the application drawing. Secure brush seals to the doors using 10-32 acorn nuts and No. 10 plain washers found in the door hardware kit (Item 16).
10. Install the window glazing rubber (Item 15) and glass on the door panels. Make sure that glazing rubber locking bead is located on the inside surface of the door panel.
11. Secure front door handles (Item 23) to the front doors as shown on the front door application drawing using 5/16-18 x 1.00 flange locking screws found in the front door hardware kit (Item 16).

D. GENERAL COMPONENT INSTALLATION

The following procedures describe the installation of components and assemblies which are mounted directly to the bus body or structure prior to door panel installation and adjustment.

This section covers the installation of the following items:

Part No.	Description	Item Number
59366495	Base Plate Assembly	1
59227233-02	Brush Assembly - Upper	13
59221082-02	Seal	25
59221081-02	Retainer	26
58916470	Seal - Door Jamb	21
59227238	Jamb Seal Retainer	20
59227237	Jamb Seal	19
59520424	Sensor Kit	27

Step

Procedure

1. Install the door baseplate assembly (Item 1) directly above the front door opening. Secure the base plate assembly to bus structure at eleven places using 5/16 mounting hardware (supplied by the bus builder).
2. Attach the front door upper brush seal (item 13) to the front door header as shown on the front door application drawing using No. 10-32 mounting hardware (supplied by the bus builder).
3. Attach the upper seal (Item 25) to the outside surface of the header tube as shown on the application drawing using the retaining strip (Item 26) and No. 10-32 mounting hardware (supplied by the bus builder).
4. Precut 76.5 inch lengths of the door jamb seal (Item 21).
5. Clean surface of jamb seal with isopropyl alcohol before applying pocket edge seal.
6. Starting at the top L.H. side of the front door opening, position the jamb seal (Item 2) against the bracket.
7. Place the jamb seal retainer (Item 20) inside the jamb seal groove. Using the retainer as a template, drill a .171 diameter hole through the jamb seal and the bracket.
8. Secure the jamb seal retainer (Item 20) and jamb seal (Item 21) to the bracket using a 3/16 inch diameter pop rivet (supplied by the bus builder).
9. Repeat steps 6 through 8 until all holes through the jamb seal retainer have been drilled and riveted.
10. Installation of the No. 2 door jamb seal (Item 19).
 - (a.) Since the No. 2 door jamb seal does not mount to a bracket, determine the body line location of the No. 1 door jamb seal, at the top and bottom of the door opening.
 - (b.) Starting at the top R.H. side of the front door opening on the "B" pillar, position the No. 2 door jamb seal (Item 19) at the same body line location measured in step 10 a.

NOTE: If this seal is positioned too far inboard, it will prevent the doors from closing fully. Conversely, if the seal is positioned too far outboard, the door will not seal properly against the jamb seal.

- (c.) Place the jamb seal retainer (Item 20) inside the jamb seal groove. Using the retainer as a template, drill a .171 diameter hole through the jamb seal and post.
 - (d.) Secure the jamb seal retainer (Item 20) and jamb seal (Item 19) to the post using a 3/16 inch diameter pop rivet (supplied by the bus builder).
 - (e.) Repeat steps 10b. through 10d. until all holes through the jamb seal retainer have been drilled and riveted.
11. Apply a rubber sealant (supplied by the bus builder) along the floor and jamb seal interface and header and jamb seal interface to seal gaps which may allow water to penetrate.
12. Installation of the Sensor Kit (item 27).
- (a.) Attach a sensor mounting bracket for each door panel assembly to the lower left and lower right portion of the base plate assembly (item 1) as dictated by the baseplate mounting studs.
 - (b.) Attach the sensors to the mounting brackets in 2 places using hardware supplied in the sensor kit.
 - (c.) Place sensor cover over sensor and attach cover in 2 places using kit hardware. Do not fully tighten until final adjustments have been made. (section H)
 - (d.) Screw magnet into top of each door panel using 1/4 inch drive bar or ratchet with no socket attached.

E. DOOR SHAFT AND ARM ASSEMBLY, PIVOT ASSEMBLY, FINISHED DOOR PANEL, UPPER ROLLER BRACKET ASSEMBLY AND REAR DOOR AIR COCK BRACKET AND COVER ASSEMBLY KIT INSTALLATION..

This section covers the installation of the following items:

Part No.	Description	Item Number
59247230	Shaft and Arm Assembly, R.H.	4
59247230-01	Shaft and Arm Assembly, L.H.	5
59420869	Pivot Assembly	7
59237231	Bracket -Upper Roller Assembly	6
59237231-01	Bracket -Upper Roller Assembly	22
56011518-01	Screw -12 pt. flg., 3/8-24 x 1.25	9
56011519	Wedge	10
56011520-01	Wedge	11

Step Procedure

1. Remove the shipping tie wraps from the door shaft levers on the base plate assembly. Save the door shaft lever spacers for later use.
2. Install the front left and right hand door shafts (Item 4 and 5), by first inserting each spline shaft through the appropriate hole in the bottom of the base plate assembly. For ease of installation, carefully remove the door shaft bearings from the base plate bearing cups before inserting the shafts. Reinsert bearings by gently tapping them back into the bearing cups.
3. Insert the lower pivot assemblies (Item 7) into the bottom ends of the shaft and arm assemblies. Secure the pivot assemblies to the floor structure using 1/4 inch mounting hardware (supplied by the bus builder).
4. Slip the door shaft lever spacers (removed in Step # 1) over the spline shafts.
5. Align the timing marks on the door shaft levers with the timing marks on the respective shaft and arm assembly spline shafts. Slip the levers onto the spline shafts.
6. Secure levers to the spline shafts using 12 pt. flg. 3/8-24 x 1.25 screw (Item 9) and wedges (Items 10 and 11).
7. Remove the connecting rods from the door shaft levers by removing the 1/4 inch nut and lockwasher from the lever pin. Save hardware for reinstallation.

<u>Step</u>	<u>Procedure</u>
-------------	------------------

8. Verify that the shaft rotates freely with no binding (less than 3 lbs. of force at the end the arm when connecting rods are disconnected).
9. Attach the finished door panels to the door panel mounting brackets located on the respective shaft and arm assemblies, as shown on the application drawing. Align the studs with the slots in the door panel before inserting the mounting brackets into the door pockets. Care must be taken not to damage the threaded studs.
10. Secure the door panels to the mounting brackets using the 3/8-16 acorn nut, 3/8 inch lockwashers and the 3/8 inch plain washers found in the door hardware kit (Item 16).
11. Insert the front R.H. door upper roller bracket assembly (Item 22) roller into the R.H. roller channel on the base plate. Attach the roller bracket to the door panel using four 5/16-18 locking screws found in the front door hardware kit (Item 16).
12. Repeat Step 11 for L.H. upper roller bracket assembly (Item 6) mounting to the L.H. door panel.
13. Finish roller bracket assembly installation by attaching the roller bracket covers (found in hardware kit) to the roller bracket.
14. Connect air source (120 PSI) to the door operator as shown in the application drawing pneumatic piping diagram using builder supplied tubing.
15. Make all necessary electrical connections to the door baseplates per builder electrical connection diagram or schematic.

F. DOOR SYSTEM ADJUSTMENT

This section covers the final adjustment of the door panels, linkages and operating speed.

<u>Step</u>	<u>Procedure</u>
-------------	------------------

- I. Before attempting to make any adjustments, verify the connecting rods have been removed from the door shaft levers (see Section E Step 7). Each panel can now be moved independently of each other. Next verify that all door bracket mounting studs are centered within their respective slots, including the upper roller assembly and lower pivot assembly mounting hardware. This establishes a starting point for panel alignment and adjustments.

<u>Step</u>	<u>Procedure</u>
-------------	------------------

- | | |
|----|--|
| 2. | Measure the door shaft center to the center distance at the top of the opening. If necessary, adjust the lower pivot in the forward or aft direction to obtain the same door shaft spacing at the bottom of the opening. Make sure the door shafts are square with the bus floor. Tighten mounting hardware to secure the adjustment. |
| 3 | Manually close the doors. Check for approximately a 7/8 inch gap between the door trailing edge seal and the jamb seal retainer along the entire door length. If adjustment is required, loosen the four acorn nuts securing the door to the door mounting brackets and move the panel forward or aft as required. Tighten all mounting hardware after making adjustments. |
| 4. | With the doors in the fully closed position, check that the top brush forms a tight seal with the top of the doors. If gaps exist, install additional spacers between the door shaft lever and bearing to raise the door enough to form a tight seal. |
| 5. | Loosen the top seal retainer and adjust the height of the top rubber seal so that it overlaps the top edge of the doors by approximately 1/16 inch when the doors are in the fully close position. The top edge of the doors should wipe across the seal as they open. Tighten the retaining strip mounting hardware to secure the adjustment. |
| 6. | Adjust the lower brush seals by first loosening the 10-32 acorn nuts securing the brush to the lower brush holder. Move the brush down until the bristles fill the step tread grooves. Secure the adjustment by tightening the 10-32 acorn nuts. |
| 7. | Manually push the doors to their full open position. Verify that the doors open to a 90 degree angle with respect to the step edge. If necessary, loosen the four 5/16-18 roller bracket assembly mounting screws and adjust roller bracket to obtain a 90 degree door open position. Tighten screws to secure the adjustment. |
| 8. | Reattach the connecting rods to the door shaft levers using hardware removed in step 7 of Section E. |
| 9. | Manually open and close the doors. Verify that the leading panel overlaps the trailing panel during closing. If the edges bind during closing, lengthen the leading panel connecting rod and shorten the trailing panel connecting rod enough to eliminate the interference. |

<u>Step</u>	<u>Procedure</u>
-------------	------------------

10. Apply air to the door operator. With the doors in the closed position, verify that the leading door edge metal to metal distance is 4-1/8 inches across the entire door length as shown on the entrance door application drawing. If adjustment is necessary, loosen the 3/8-16 acorn nuts securing the door panel to the door mounting brackets and move the panel forward or aft as required. Remove air from the door operator before making adjustment. Tighten mounting hardware to secure the adjustment.
11. With the doors in the closed position, and air applied to the door operator, check the door closed preload. The doors should sit firmly against the jamb seals and should not exhibit any looseness or play. To increase the door closed preload, shorten the connecting rod lengths as required. If a preload adjustment is made, re-check door panel overlap sequencing as described in Step 9. Tighten connecting rod jam nut to secure the adjustment.
12. Power open the doors and check door open preload. In the fully open position, the doors should not exhibit any looseness or play. To increase door open preload, lengthen the connecting rod lengths as required. If a preload adjustment is made, re-check door panel overlap sequencing as described in step 9. Tighten connecting rod jam nuts to secure the adjustment.

G. DOOR OPENING, CLOSING AND CUSHIONING SPEED

<u>Step</u>	<u>Procedure</u>
-------------	------------------

1. Verify that all piping and wiring is properly secured and clear of all moving parts. Check to make sure that none of the wiring or piping is making contact with sharp metal surfaces or edges that may cause fraying or chafing.
2. The door closing speed should be between 1.5 to 3.0 seconds. To adjust the door closing speed:
 - (a.) Loosen the jam nut that secures the door close speed adjustment screw located on the door engine end cap (See Figure 1). Turn the screw counterclockwise to increase speed, conversely, clockwise to decrease speed.
 - (b.) While holding the adjustment screw securely, tighten the jam nut to secure adjustment.

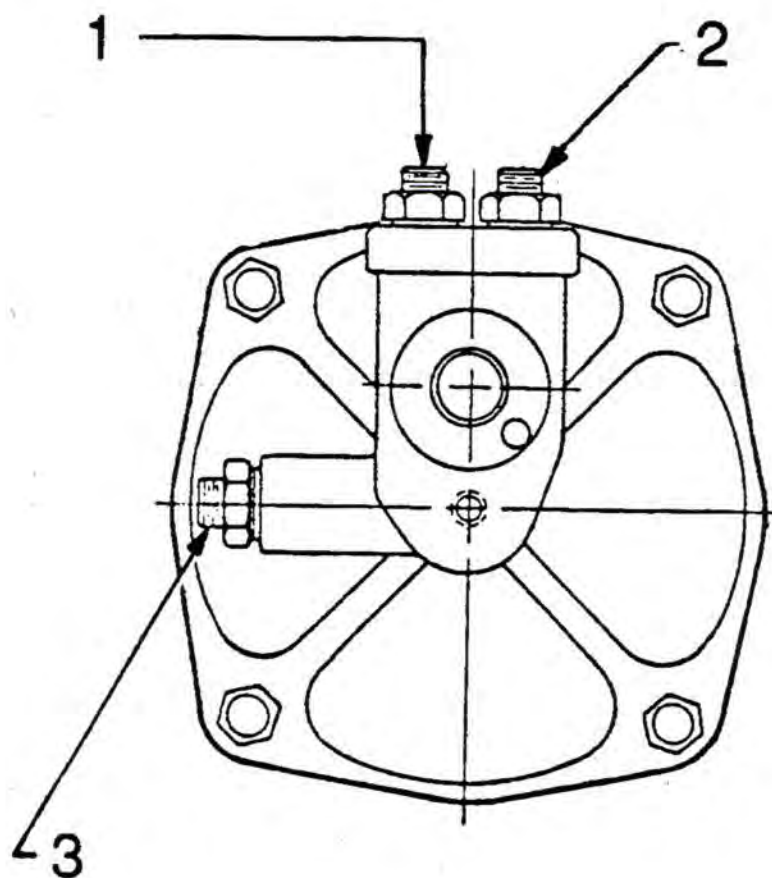
<u>Step</u>	<u>Procedure</u>
-------------	------------------

3. The door opening speed should be between 1.5 - 3.0 seconds. To adjust the door opening speed, loosen the jam nut which secures the opening speed adjustment screw (see Figure 1) and turn the screw as described in step 2 (a). Tighten the jam nut after adjusting.
4. To adjust the cushioning during the opening cycle, loosen the jam nut which secures the cushioning adjustment screw (see Figure 1) and turn the screw inward for more cushion or outward for less cushion. Tighten the jam nut after adjusting. Recheck opening speed after adjusting the cushion adjustment.

H. DOOR PANEL SENSOR ADJUSTMENT

<u>Step</u>	<u>Procedure</u>
-------------	------------------

1. The vertical adjustment between sensor and the magnet should be 0.18 inches \pm 0.06 inches. This adjustment is made loosening or tightening the magnet in conjunction with moving the sensor within the elongated mounting holes.
2. The sensor should be adjusted such that the sensor is actuated when the outer edge of the sensor comes within 0.25 inches of the magnet centerline. The sensor should remain actuated until the centerline of the sensor travels 0.28 beyond the magnet centerline. The sensor should then deactuate (indicating that the door has gone beyond the normally closed position or that a passenger is leaning on the door. Care should be taken to ensure that the previous adjustment (step 1) remains valid.
3. Upon completion of the adjustments, tighten sensor cover to protect sensor .



LEGEND

- 1. Door Closing Speed Adjustment Screw
- 2. Door Opening Speed Adjustment Screw
- 3. Door Cushioning Speed Adjustment Screw

Figure 1. Location of the Door Engine Speed Adjustment Screws

ATTACHMENT “J”

Vapor Technical Manual: TB08-03-126

Revision C April 7, 2006

**Installation and Adjustment Procedures for the
Electro-Pneumatic Rear Door Class System
Used on CTA New Flyer Low Floor Bus**

Vapor Technical Manual: TB08-03-126

Vapor File MRN 92021-1

Issued January 6,
Printed in U.S.A.

Revision: C
Revision Date: 7 April 2006

INSTALLATION AND ADJUSTMENT PROCEDURES FOR THE ELECTRO-PNEUMATIC REAR DOOR CLASS™ SYSTEM USED ON THE CHICAGO TRANSIT AUTHORITY NEW FLYER LOW FLOOR BUS VEHICLES

Material described and information conveyed is a formula, pattern, device, or compilation of information that is a trade secret of and proprietary to Vapor Corporation, a Westinghouse Air Brake Company and is used in its business. Disclosure would give competitors an unfair advantage. In addition, this material is or may be subject to patent applications. The information may not be copied, divulged to others, or used for any purpose without consent.

A. GENERAL

Refer to the following part numbers/drawings when using this bulletin:

<u>Description</u>	<u>Part No. /Drawing No.</u>
Application Drawing	50504013
Baseplate Assembly	50246365
Fwd Door Panel	50546149-01
Fwd Door Panel Kit	60040178-05
Aft Door Panel	50546149
Aft Door Panel Kit	60040178-04
Hardware Kit	60040188-07
CLASS™ Sensor Kit	60030028-19

B. UNPACKING THE DOOR OPERATOR BASE PLATE ASSEMBLY AND COMPONENTS

After uncrating the door operator base plate assembly and components, inspect them for damage that might have occurred during shipment. Check that all control components, pneumatic tubing and wiring are intact and that none are broken or loose. Be sure that the inductive proximity sensor switches on the door operator base plate assembly have not been damaged. Replace any damaged component before attempting to install the door operator base plate assembly. Door lever tie wraps should not be removed until the base plate has been installed.

C. GENERAL INSTALLATION

The following procedure describes the installation of the exit door base plate assembly, jamb seals and retainers, and top stop seal assembly.

Note: Numbers in parentheses refer to item numbers on the application drawing (50504013), unless otherwise noted.

1. **Installation of the Base plate Assembly, PN 50246365**
 - 1.1 Install the base plate assembly directly above the door opening using 5/16" mounting hardware supplied by bus assembler. Adjust base plate forward/aft position so that the point on the plate midway between the door bearings is approximately centered in the opening. Torque mounting hardware to recommended value.
 - 1.2 Do not remove any shipping restraints until the unit is permanently installed.

2. **Installation of Door Jamb Seals, (59520134), Retainer Strips (58316331-08), Trailing Edge Seal Extrusions (50536215), Door Trailing Edge Hinge Seals (50536216) and the Stop Seal Assembly (59336499)**

Note: For the correct positioning of the jamb seal, it is recommended that a fixture extending from the upper bearing to lower pivot location, simulating the installed door panel trailing edge, be used to accurately locate this seal. If a fixture is not available, temporarily install the door panels and lower pivots to mark seal position on post trim and then remove.

- 2.1 Starting at the top of the door opening, install the jamb seal (59520134) and the retainer strip (58316331-08) at marked location on post trim. Position and hold the seal securely against the locating fixture or marked line. Using the retainer as a template, drill a 3/16" diameter hole through the jamb seal and trim panel.
- 2.2 Secure the seal and retainer to the post trim using 3/16" diameter pop rivet supplied by bus assembler.
- 2.3 Make sure the jamb seal is in a straight line down the door opening and drill the next hole. Pop rivet the seal and retainer in place. Repeat this procedure until the jamb seal and retainer have been riveted all the way down to the bottom of the door opening.
- 2.4 Install the door trailing edge hinge seal (50536216) into the trailing edge seal hinge extrusion (50536215). It is recommended that a soap and water solution be used as a lubricant when doing this. Leave other end hanging freely.
- 2.5 Align the hinge extrusion next to the jamb seal as shown in Figure 1. Also align the top of the hinge extrusion with the top of the jamb seal. Using the hinge extrusion as a template, drill a 3/16" diameter hole through the door pillar.

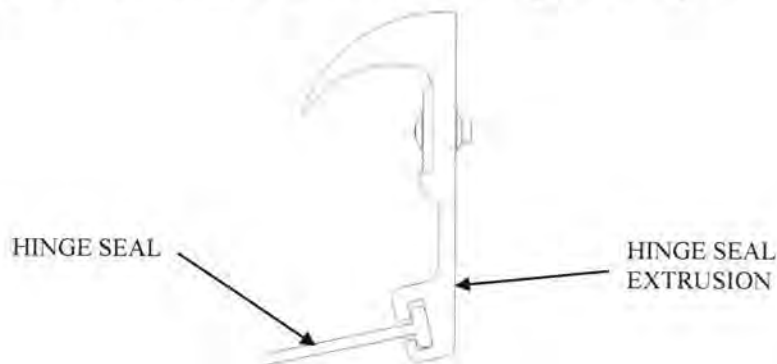


Figure 1- RIGHT HAND HINGE SEAL INSTALLATION

- 2.6 Secure the hinge extrusion to the post trim using 3/16" diameter pop rivet supplied by bus assembler. Pull out the top 4" and bottom 4" of the trailing edge seal leaving the remaining seal in the hinge.
- 2.7 If necessary, trim excess door seal at bottom of opening. Apply a bead of sealant between header and jamb seal and flooring rubber and jamb seal.
- 2.8 Repeat steps 2.1 through 2.7 on the other side of the door opening.
- 2.9 Install the stop seal assembly (50536212-01) onto the base plate above the door opening. Use eight (6) 1/4-20 x .50 Lg. mounting screws. Install the stop spacers (supplied by us builder) to restrict door panel vertical displacement in the closed position at the stop seal mounting locations closest to the door panel spline shafts.

D. PRELIMINARY DOOR PANEL ASSEMBLY AND PREPARATION

Note: Numbers in parentheses refer to item numbers on the application drawing (PN 59506032) unless otherwise noted.

1. This section covers the installation of the R.H. and L.H. Bottom Door Seals (58420369-41 and 59420369-42 respectively), Top Door Seals (58624238-20), Door Caps (59014856), CLASS™ Sensor Kit (60030028-19, Leading Edge Door Seals (57521709-38) and Conduit Assemblies (59721226-02) onto the R.H. and L.H. Door Panel Assemblies (50546149-01 and 50546149 respectively).

Note: For ease of seal installation, it is recommended that a soap and water solution be used as a lubricant when inserting the rubber seals into the door panel channels.

- 1.1 While holding the R.H. door panel in place, slide the R.H. door edge into the leading edge channel. Retain the top and bottom of the leading edge seal to the door panel using No. 6 self-tapping flat head screws.
- 1.2 Slide the R.H. bottom seal (58420369-41) into the bottom channel of the R.H. door panel. Position seal so that sealing leg is flush with outside surface of door.
- 1.3 Install the top door seal (58624238-20) and cap (59014856) to the door panel top channel. Secure the door cap in place with No. 10-32 X .62 flathead screws.
- 1.4 Install the pivot seal (59410830-01) and seal retainer (59014853-02) using 6-32 X .38 mounting screws.
- 1.5 Route the wire leads of the CLASS™ sensors on the door panels up and out of the leading edge channel, leaving them to hang freely.

E. DOOR PANEL INSTALLATION

1. **This section covers the installation of the finished door panels (58420369-41 and 59420369-42), Lower Pivot Bracket Assemblies (59420938), and Trailing Edge Seal Retainers (58310254-05).**
 - 1.1 While lifting the completed door panel assembly into the door opening, place the door panel spline shaft through the bearing cup. Prior removal of bearings and spacers from bearing cups may facilitate installation of shaft.
 - 1.2 Hold the panel up far enough to insert the lower pivot and bracket assembly into the door's bottom pivot. After inserting pivot, lower the panel so that it rests against the flooring. Adjust the panel's forward/aft and inboard/outboard position so that it seals properly against the step edge and the jamb seal. Secure the lower pivot (59420938) to bus structure using 1/4" mounting hardware supplied by bus assembler. Torque mounting hardware to recommended values.
 - 1.3 Insert bearing and spacer (part of base plate assembly) over door panel spline shaft. Make sure bearing is completely inserted into bearing cup.
 - 1.4 Align timing mark on door shaft lever with mark on door panel stub shaft and insert shaft into lever. Secure door shaft lever to spline shaft using a 3/8"-24 X 1.25" 12- point flange screw and wedges. Torque screw to 47 ft-lbs.
 - 1.5 Trim the "D" section of the trailing edge seal at the very top and bottom to provide clearance for the door shaft assembly and lower pivot respectively. This will allow the trailing edge seal to sit flat over these areas.
 - 1.6 Install the free end of the trailing edge seal into the channel of the door using a rubber mallet or similar tool and hammering until trailing edge seal is fully inside of the channel.
 - 1.7 Using a punch or similar tool poke holes through the trailing edge seal and holes along the door panel stub shaft and pivot extrusion in four places as shown in Figure 2.

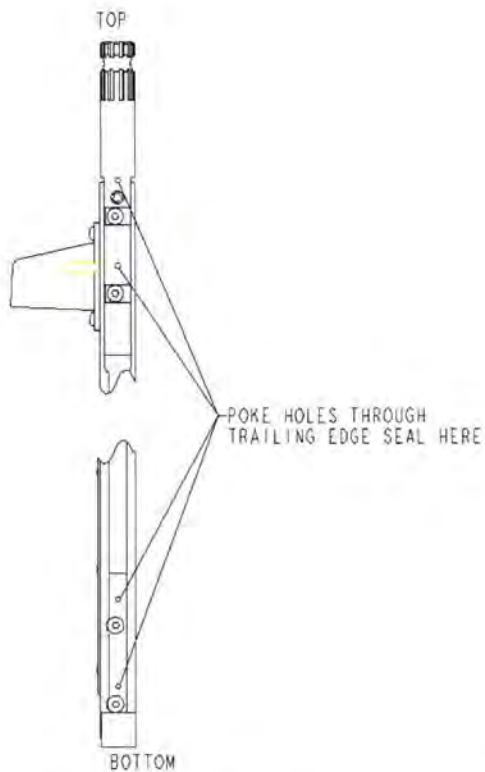


Figure 2 - HAND DOOR PANEL TRAILING EDGE SEAL INSTALLATION

- 1.8 Install two seal retainers (58310254-05) over the trailing edge seal and door panel using four No. 10-32 X .62 screws.
- 1.9 Reinstall the top and bottom of the other side of the trailing edge seal ("T" section) into the trailing edge seal hinge. The final seal assembly should look like Figure 3.

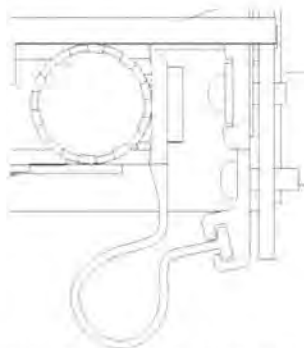


Figure 3 - RIGHT SIDE PANEL JAMB SEAL INSTALLATION

- 1.10 Repeat steps 1.1 through 1.8 for the other door panel.

F. CLASS™ SENSOR KIT INSTALLATION PROCEDURE

- 1. This section covers the installation of the CLASS Sensor Kit (60030028-19) including the Controller Assembly (50320214-19), Sensor Connectors Kit (50110187-03), Pre-Mounting Hardware Kit (50110277-11), and Middle Sensor Assembly (50310208-04) and Conduits (59721226-02) and Instruction Labels.**
- 1.1 Install the Controller Assembly (50320214-19) using 10-32 x .750 screws and #10 washers in an appropriate area on the back wall of the exit door mechanism box in the orientation shown in Figure 4. Position the controller to achieve ample clearance with respect to the exit door operator assembly.



Figure 4 – CLASS CONTROLLER INSTALLATION

- 1.2 Route existing sensor wiring on R.H. Door Panel (50546149-01) through conduit (59721226-02) and through the hole in baseplate on the outside of the door stub shaft hole location. Install the conduit into the door panel and baseplate as shown in Figure 5.



Figure 5 – RH ARMORED CONDUIT INSTALLATION

- 1.3 Repeat step 1.2 for L.H. side.
- 1.4 Install the middle sensor assembly (50310208-04) to the sensor bracket (50320060-04) using a ¼-20 X .50 pan-head screw (67121003-37), included in the mounting hardware kit. Install the bracket onto the inboard vertical flange of base plate using two 10-32 X .625 pan-head screws (67121003), two #10 lock washers (67122000-06), two #10 flat washers (67122110-06) and two 10-32 nuts (67123009-05).
- 1.5 Insert the sockets for all three sensors (right, left, and middle) into the connector plug (50120322) according to Table 1 and 2 below. Attach the strain relief (50120322-06) to each connector after inserting pins.

**Table 1: J6 Pin-Out for Left Panel Sensor (LPS) &
J4 Pin-Out Right Panel Sensor (RPS)**

Pin	Signal	Wire Color	Description
1	Power	Red	Provided by CLASS™ CONTROLLER
2	SEND	Orange	Controlled by CLASS™ CONTROLLER
3	GND	Black	Provided by CLASS™ CONTROLLER
4	ECHO	Brown	Returned to CLASS™ CONTROLLER
5	Shield	Shield	Grounded at CLASS™ CONTROLLER
6	-	-	No Connection

Table 2: J5 Pin-Out for Middle Sensing Unit (MSU)

Pin	Signal	Wire Color	Description
1	-	-	No Connection
2	Shield	Shield	Grounded at CLASS™ CONTROLLER
3	ECHO	Brown	Returned to CLASS™ CONTROLLER
4	GND	Black	Provided by CLASS™ CONTROLLER
5	SEND	Orange	Controlled by CLASS™ CONTROLLER
6	Power	Red	Provided by CLASS™ CONTROLLER

- 1.6 Plug in the three connectors into their corresponding outlets on the controller. Plug the vehicle interface harness into the controller.

G. BASE PLATE LINKAGE ADJUSTMENT PROCEDURES

1. Door Panel Linkage Adjustment

Note: Numbers in parentheses refer to item numbers on the Base Plate Assembly drawing (PN 59560180).

- 1.1 Adjust the LH door panel connecting rod (33) length to maintain the panel partially opens (1" or 2"). Adjust the RH door panel connecting rod (34) length so that clearance between the lock pawl (13) and the teeter lever and cam assembly (4) is 1/8" to 3/16" as shown in Figure 7. Secure the locknuts while maintaining clevises on opposite ends of the rod parallel to each other. This will permit the self-aligning bearings to allow for linkage rotation.
- 1.2 Adjust LH door panel connecting rod (33) length to bring the LH door to its closed position. Adjust the LH connecting rod to lightly preload the LH door seal against the RH door panel seal. Verify that the gap between the lock pawl and the cam remains between 1/8" to 3/16" after completing connecting rod adjustment.
- 1.3 Manually open the doors by pushing out on the door panels. Remove your hand(s) and allow the door panels to close. The doors should close with the LH door panel overlapping the RH door panel. The correct preload adjustment is obtained when approximately 1/4" of clearance exists between the door edges when the LH door panel just begins to overlap the RH door panel. The LH door edge should never hit the edge of the RH door panel when closing. Check door edge clearances by manually closing the RH door with your hand while observing the position of the LH door.
- 1.4 Secure the locknuts on the LH door panel connecting rod (33), noting proper clevis alignment as described in Step G.1.1.

Note: The connecting rods have RH threads at one end with 2 jamb nuts and LH threads at the opposite end. This allows for connecting rod length adjustments without having removing a clevis.

- 1.5 Verify that the RH and LH door shaft lever (29 & 28) stop screws (27) are adjusted fully inward to allow the RH and LH doors to open beyond the 90 degree position. Open the RH panel to the 90-degree open position. Turn the RH lever stop screw (27) counterclockwise to make contact with the edge of the door shaft lever. Tighten the locknut (11) to maintain this adjustment.
- 1.6 Open the LH panel to the 90 degree open position. Turn the LH lever (28) stop screw (27) counterclockwise to make contact with the side of the LH door shaft lever (28). Tighten the locknut (11) to maintain this adjustment.

Note: With the LH door panel against the stop screw, the RH panel should not be in contact with its stop screw. With the RH door panel held against its stop

screw, the LH panel should not contact its stop screw. If the door panels **cannot** be opened to a full 90-degree position with the stop screws adjusted, check the cylinder to determine if the piston rod adjustment is causing the rod to bottom prematurely against the cylinder end cap (pivot end). Readjust the air cylinder rod end bearing as required. Whenever the door shaft lever stop screws are readjusted, the piston rod shaft length adjustment should be rechecked.

CAUTION: TO PREVENT DAMAGE TO THE CYLINDER ASSEMBLY, THE DOOR SHAFT LEVERS MUST COME TO REST AGAINST THEIR RESPECTIVE DOOR STOPS IN THE DOOR OPEN POSITION AS OUTLINED ABOVE PRIOR TO THE AIR CYLINDER PISTON BOTTOMING AGAINST THE REAR END CAP.

- 1.7 To verify proper piston to end cap clearance in the door open position, manually unlock and open the door panels. With the door shaft levers contacting the full door open stops, disconnect the cylinder rod end from the teeter lever and verify that the piston rod has room to move into the cylinder further (approx. 1/32" to 1/16"). If necessary, remove cylinder assembly from pivot pin and teeter lever pin and adjust the cylinder rod end (shorten rod) as required per step 1.8 below. Reinstall cylinder assembly to pivot pin and teeter lever and torque all fasteners.
- 1.8 If pivot rod adjustment is required, manually open the RH door panel and hold it against its stop screw (30). Adjust the air cylinder (14) rod end bearing so that the piston is within 1/32" to 1/16" of bottoming. To adjust piston rod, hold the piston rod directly behind the rod end with a pair of heavy-duty vice grip pliers and loosen the rod end jam nut. **NOTE: Care must be taken not to score piston shaft. Wrap the shaft with cloth or use pliers with a soft metal grip.** Adjust the rod length by rotating the cylinder rod clockwise or counterclockwise as required. Be sure to tighten the jam nut after adjustment. Verify piston to end cap clearance as described in Step 1.7 above after completing adjustment.
- 1.9 Adjust the extension spring (12) by loosening both nuts (2) and check for the proper tension to suit the required door edge closing force (approximately 18 pounds). Tighten both nuts (2) when proper tension is achieved.

2. Emergency Release Functional Verification

Note: Numbers in parentheses refer to item numbers on the Base Plate Assembly drawing (PN 59560180).

- 2.1 Pull the emergency handle (red ball) (42) and verify that the lock pawl (13) engages the notch on the emergency cam assembly (7). Verify that the door panels can be opened manually.
- 2.2 With the emergency linkage activated, verify automatic reset by actuating the

driver's door controller. Upon actuation of the driver's door controller, the emergency linkage must spring back to its normal state.

H. PROXIMITY SENSOR, UNLOCK SOLENOID & EMERGENCY LINKAGE ADJUSTMENT PROCEDURES

NOTE: The Base Plate Assembly (including switches, unlock solenoid, emergency linkage, etc.) is factory adjusted and should not require readjustment except as noted in previous sections of this bulletin. The following instructions apply only if settings are disturbed due to the replacement of a damaged or defective component.

1.1 LS1 Proximity Sensor Adjustment:

- 1.1.1** Place the base plate linkage in the fully closed and locked position. Torque the fasteners securing the LS1 / LS2 support bracket to the base plate to 7 ft-lbs.
- 1.1.2** Adjust the gap between the LS1 sensor and the lock pawl vane to 0.060" +/- 0.010" using a feeler gage as shown in Figure 6. The LS1 LED light should be "ON".
- 1.1.3** Place a 0.060" feeler gage between the teeter cam surface and the lock pawl. The LS1 LED light should stay "ON".
- 1.1.4** Place a 0.12" feeler gage between the teeter lever notch and the lock pawl. The LS1 LED light should turn "OFF" with the lock pawl still in the locked position. If necessary, readjust the LS1 sensor and sensor mounting plate position (while maintaining the gap between the sensor face and the lock pawl target at 0.060" +/- 0.010") until the sensor LED turns "OFF". Torque the LS1 sensor jam nuts to 50 inch-lbs to secure this adjustment. Apply torque marks to jam nuts.
- 1.1.5** Using the sensor mounting plate as a template, drill two holes in a diagonal pattern through the LS1 / LS2 support bracket. Fasten the LS1 mounting plate to the support bracket using two pop rivets.

1.2 Unlock Solenoid Adjustment:

- 1.2.1** Energize the unlock solenoid to fully extend the solenoid plunger.
- 1.2.2** Adjust the unlock solenoid position to obtain a minimum of 0.25" clearance between the side of the lock pawl and the major diameter of the teeter cam with the plunger in the fully extended position as shown in Figure 8. Verify gap using a 0.25" feeler gage.
- 1.2.3** De-energize the unlock solenoid. Fully actuate the emergency linkage so that the lock pawl falls into and is retained by the emergency cam notch.
- 1.2.4** Once again, energize the unlock solenoid and verify that emergency linkage springs back to its normal position.
- 1.2.5** Torque the unlock solenoid mounting fasteners to 7 ft-lbs. to secure this adjustment. Apply torque marks to fasteners.

1.3 LS2 Proximity Sensor Adjustment:

- 1.3.1** Energize the unlock solenoid and rotate the teeter cam to the door full open position.
- 1.3.2** Adjust the LS2 sensor vertical position to achieve a gap of 0.060" \pm .010" between the sensor's face and the top surface of the lock pawl vane as shown in Figure 6. The LS2 LED should be "ON".
- 1.3.3** De-energize the unlock solenoid and allow the lock pawl to rest against the side of the teeter lever cam. Place a 0.060" feeler gage between the OD of the teeter cam surface and the side of the lock pawl.
- 1.3.4** Adjust the LS2 sensor position on the LS1 / LS2 support bracket (while maintaining the gap between the sensor face and the lock pawl target at 0.060" \pm 0.010") until the sensor LED turns "OFF". Torque the LS2 sensor jam nuts to 50 inch-lbs to secure this adjustment. Apply torque marks to jam nuts.

- 1.4 Emergency Handle Assembly:** Slowly operate the emergency handle from its normal position to its fully displaced position. Check that the emergency cam fully engages the lock pawl and there is a minimum of 0.12" distance between lock pawl and teeter lever cam.

1.5 LS3 Proximity Sensor Adjustment:

- 1.5.1** Rotate the teeter lever counter clockwise to the 85° \pm 2° position. Adjust the vertical position of the LS3 sensor to achieve a gap of 0.120" \pm .010" between the sensor face and the teeter lever tab (see Figure 9). Use a 0.120" feeler gage to verify gap adjustment. The LS3 sensor LED should be "ON".
- 1.5.2** Secure this adjustment by applying 50 inch-lbs torque to the sensor mtg. hardware. Apply witness mark to fasteners.

1.6 LS4 Proximity Sensor Adjustment:

- 1.6.1** Rotate the teeter lever to the fully "door closed" and locked position.
- 1.6.2** Adjust the vertical position of the LS4 sensor to achieve a gap of 0.120" \pm .010" between the sensor face and the teeter lever tab (see Figure 9). Verify gap using a 0.120" feeler gage. The LS4 sensor LED should be "ON".
- 1.6.3** Rotate the teeter lever 7° \pm 2° counter clockwise. The LS4 Sensor LED should turn "OFF". Adjust the position of the LS4 sensor on the LS3 / LS4 sensor support bracket as required to achieve the required sensor deactivation point.
- 1.6.4** Torque the sensor jam nuts to 50 in-lbs to secure this adjustment. Apply torque marks to fasteners.

1.7 LS5 Proximity Sensor Adjustment:

- 1.7.1** Place the emergency linkage in the normal position.
- 1.7.2** Adjust the gap between the LS5 sensor face and the emergency lever to 0.060" +/- 0.010" (see Figure 10). The LS5 LED should turn "ON". Verify gap using a 0.062" feeler gage.
- 1.7.3** Place the teeter lever in the fully closed and locked position.
- 1.7.4** Insert a 0.125" feeler gage between the lock pawl and the teeter lever notch. Slowly pull the emergency red ball down until the emergency unlock cam touches the lock pawl. The LS5 sensor LED should turn off when the unlock cam touches the side of the lock pawl. If not, adjust the vertical position of the LS5 sensor (while maintaining the gap between the sensor face and the emergency lever at 0.060" +/- 0.010") as required to achieve proper sensor deactivation. Torque the LS5 sensor jam nuts to 50 inch-lbs to secure this adjustment. Torque mark jam nuts.

I. DOOR SPEED ADJUSTMENT & FINAL DOOR SYSTEM FUNCTIONALITY CHECK

- 1.1** Manually open and close doors while observing the door operator linkage. Verify, through the entire range of door travel, that there is no interference between any of the moving parts and air tubing, cables and wires routed in this area. Reroute wiring, tubing or cabling as required to avoid possible interference, snagging or chafing against moving components and secure in place.
- 1.2** After making all adjustments, check for proper door system operation. Apply air and power to the system and place the door master switch in the "ON" position. Cycle the doors via the driver's door controller and check for proper functionality.
- 1.3** Adjust the door opening and closing speeds as required to meet customer specified limits. Adjusting the metering valve screw located on the air cylinder solenoid assembly sets the door opening speed. The recommended door opening speed is 2.5 seconds. The door closing speed is set by adjusting the metering screw located on the air cylinder assembly rod side end cap. The recommended door closing speed is 3.0 seconds. Make sure to tighten all metering screw jam nuts after adjustment to prevent air leakage.
- 1.4** Check CLASS™ operation. First check door touch to open functionality by enabling the exit doors via the driver's door controller and then placing your hand on an area designated by the touch to open labels on each door panel. When the doors open, check CLASS's hold door open functionality by standing directly in the doorway. Place a target at the appropriate distance (approx. 14") below each sensor (LPS, RPS and MSU) while the doors are open and verify that they remain open until the target is removed.
- 1.5** After completing door system functionality test, close and secure door operator

compartment cover.

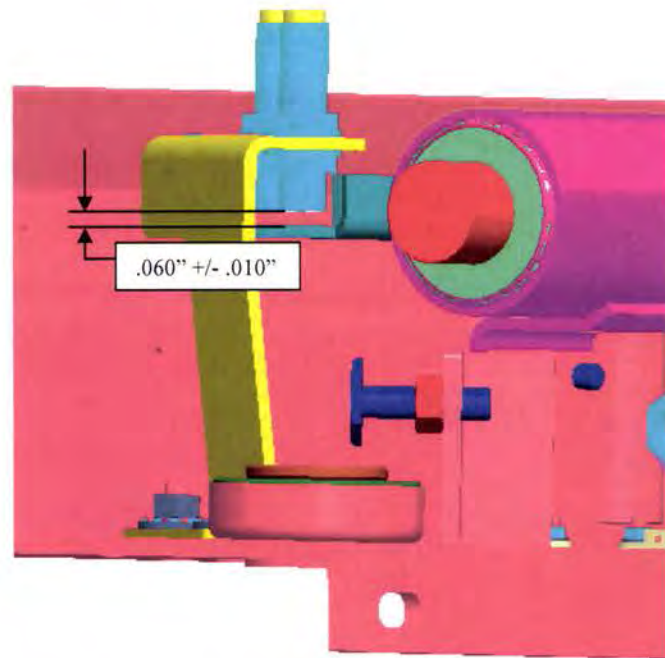


Figure 6 – LS1 & LS2 Sensor Gap Adjustment

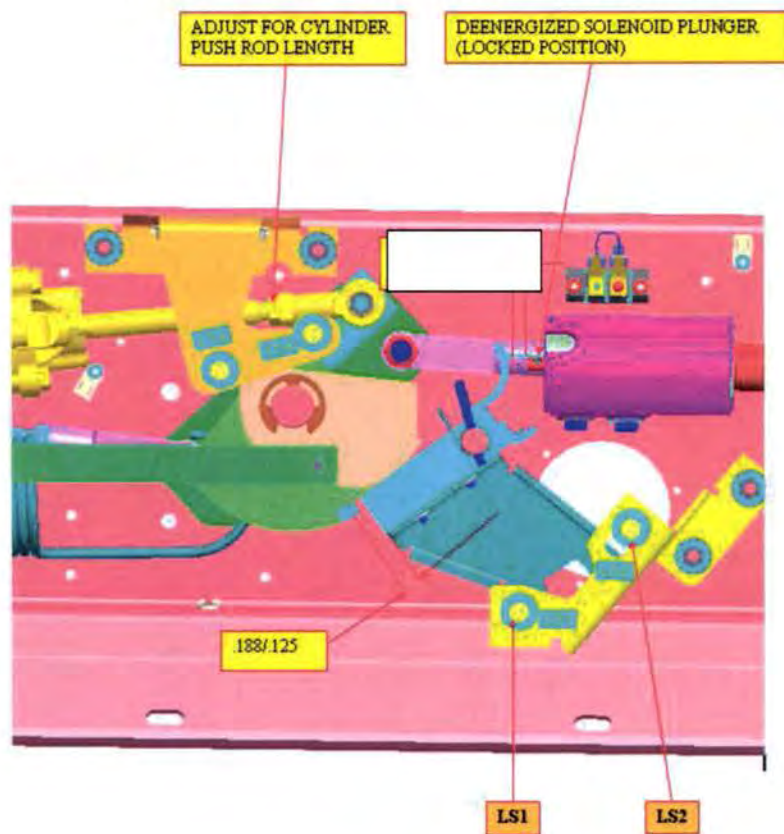
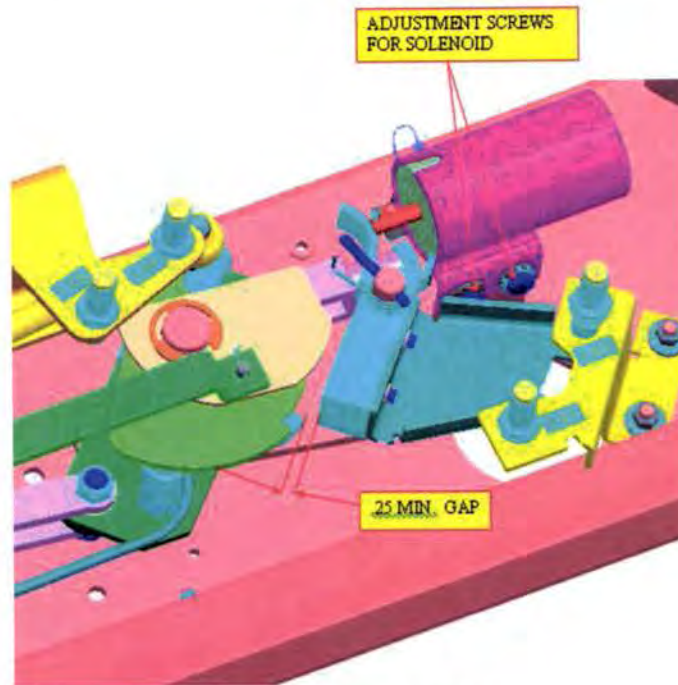


Figure 7 – Lock Pawl Gap Adjustment



ENERGIZED SOLENOID PLUNGER

Figure 8 – Unlock Solenoid Adjustment

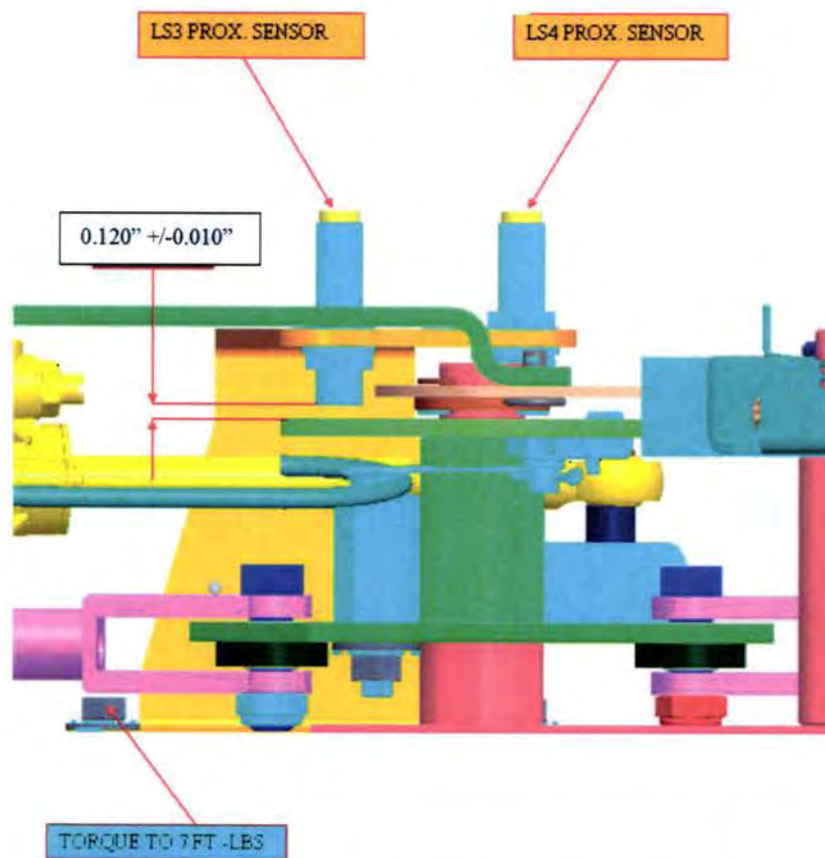


Figure 9 – LS3 & LS4 Sensor Gap Adjustment

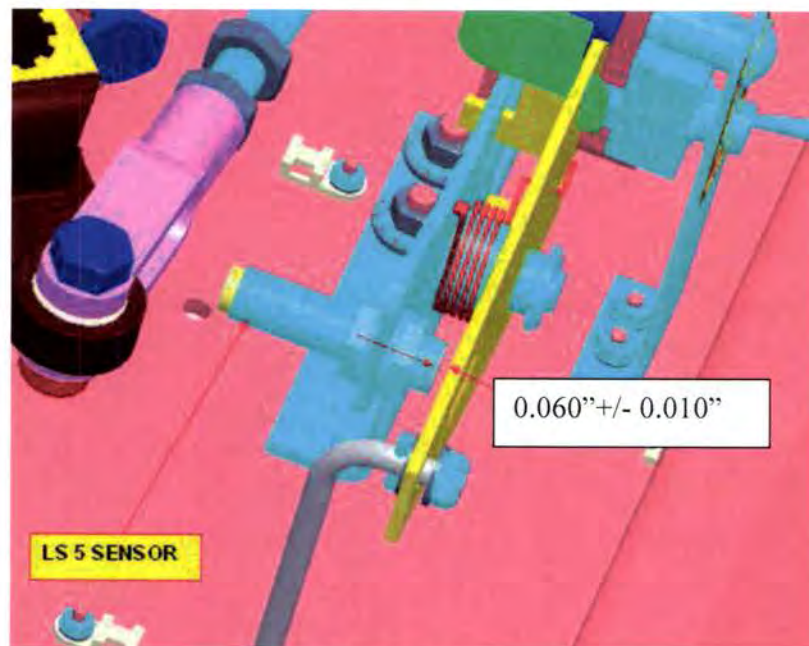


Figure 10 – LS5 Sensor Adjustment

ATTACHMENT “K”

Ricon Modification Instructions

4-14-10

Author:
Christopher
Wyszkowski

**Field Modification Instruction
Electrical Hardware Installation**

FMI 751-018
4/14/10
Rev: 2

Field Modification Instructions for Project: FR2 Ramp

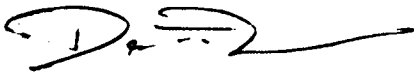
Modification: Electrical Hardware Installation



4-14-2010

Author

Date



4-14-2010

Director of Engineering

Date

- Objective and Description of Changes:**
1. to replace Solenoid
 2. To replace Relay
 3. To add Fuse Holder and Fuse

NOTE: All necessary parts are included in the **kit number 45340**

Reason for Changes: The Solenoid and Relay are replaced with sealed, waterproof units.

The 40 amps Fuse is added to detect manual tripping of the Breaker: if the fuse blows and Breaker (rated at 50 amps) is intact, Breaker tripping results from Ramp malfunction; however, if the Breaker was tripped manually, the Fuse remains intact.

Time Required for Field Modification: 30 minutes per unit

Personnel Required for Field Modification: 1 person

Field Modification Instruction Electrical Hardware Installation

P/N	Description	Net Quantity	Notes
44253	Solenoid, Trombetta, Powerseal, 24V, 4Post	1	
28-36- 406	Relay, 24V, with tab	1	Sealed. By Panasonic
45335	Terminal fuse block, 30- 300 amp	1	
45334	MRBF terminal fuse, 40amps DC	1	
45338	Jumper cable, #4 AWG, red, 7.27	1	
45339	Jumper cable, #4 AWG, red, 10.5	1	
27464	Stud, 1/4-turn, oval slotted,SST	2	
27465	Receptacle, 1/4-turn, clip- on, SST	2	
32-21- 507	Bag, poly, 5x7x0.004	1	
32-25- 0125	Box, 12x4x4	1	

Field Modification Instruction Electrical Hardware Installation



Qty	Description	Qty	Description
1	1/4" Allen Wrench	1	Flat Screwdriver size
1	1/8" Allen Wrench	1	Drive Ratchet
1	10 mm Open Wrench	1	1/8" Allen Bit
1	1/2" Open Wrench	1	1/4" Allen Bit
1	3/8" Open Wrench	1	1/2" Socket
1	Pliers	1	Socket for Allen bit

Under no circumstances is maintenance, repair, or adjustment of the product to be performed without the presence of an individual capable of giving aid.

Give immediate attention to all injuries, and administer first-aid, or seek medical attention as necessary.

Protective eye shields and clothing should be worn during maintenance, repair, and adjustment of the lift.

Work in a properly ventilated area.

Read and understand all instructions before attempting to operate the product.

Read and understand all instructions before attempting to perform maintenance, repairs, or adjustments to the product.

Read and comply with warning labels attached to ramp.

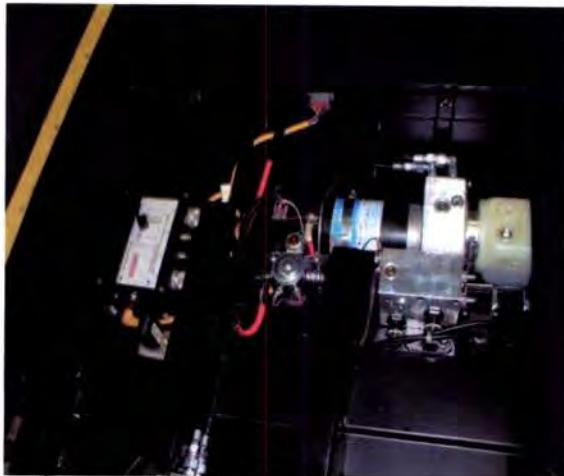
Caution: Before proceeding with modification disconnect power to the ramp.

Step 1. Disconnect power

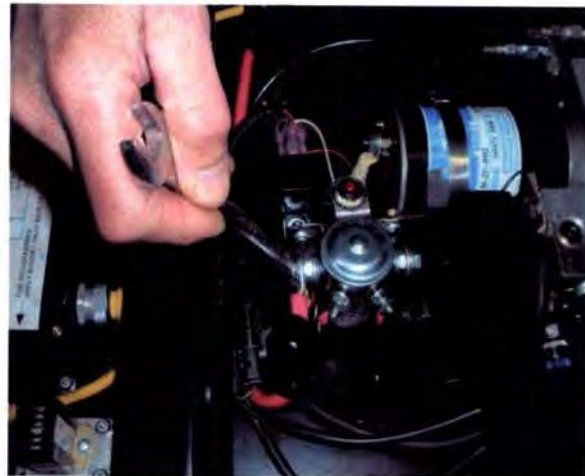


Step 2. Remove screws holding cover

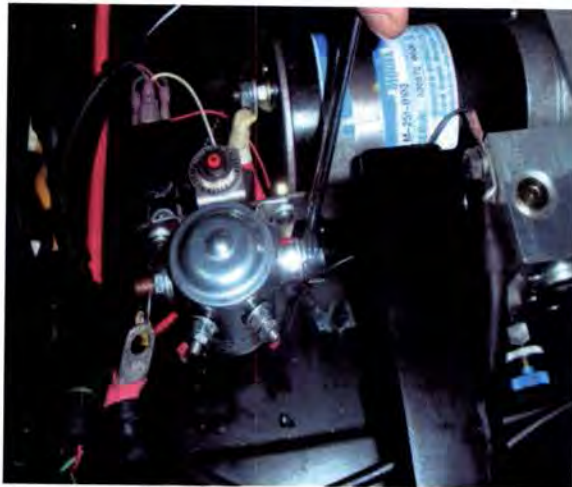
3. Pry cover with screwdriver.



**Step 4. View of ramp with service
cover removed**



**Step 5. Using a 1/2" open wrench,
disconnect the main power cable from
the solenoid**



Step 6. Disconnect the motor power cable



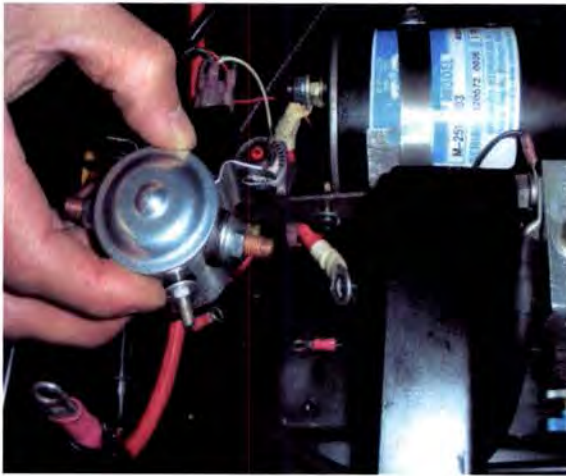
**Step 7. Using a 3/8" wrench,
disconnect the black and white
terminals from the solenoid**



**Step 8. Solenoid with all connections
removed**



**Step 9. Loosen the right side mounting
screw and completely remove the left
side mounting screw**



Step 10. Remove the old solenoid



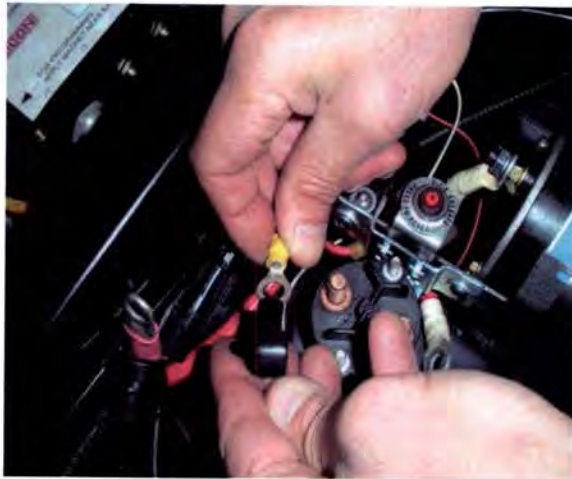
**Step 11. Install the new solenoid by
inserting the right mounting tab into the
right mounting screw**



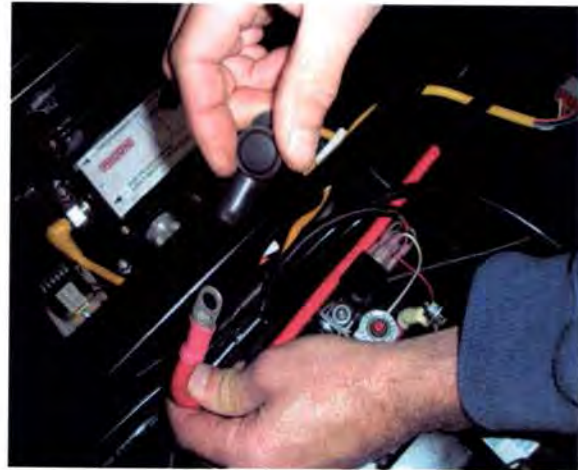
**Step 12. Install left side mounting screw
and tighten both sides**



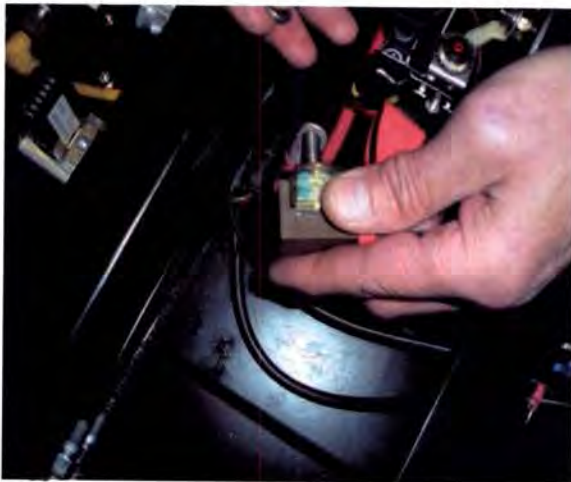
**Step 13. Cut the provided dust boot as
shown above**



Step 14. Install the dust boot onto the power cable going to the circuit breaker



Step 15. Remove the dust boot from main power cable



Step 16. Install the fuse block onto the main power cable using the provided hardware



Step 17. Tighten the fuse block to the main power cable using a 1/2" wrench



**Step 18. Cover the fuse block stud with
it's supplied protective boot**



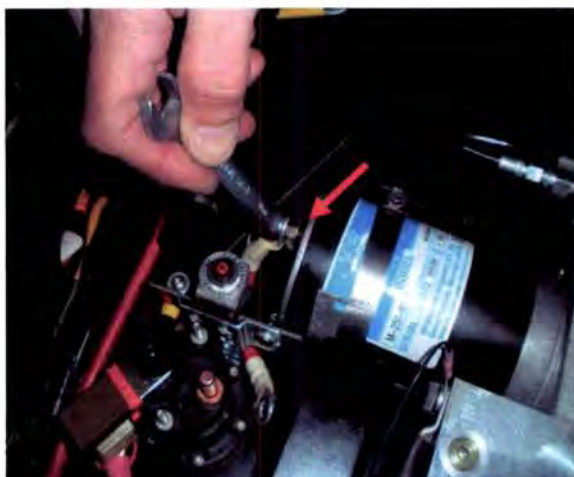
**Step 19. Install the fuse block onto the
solenoid**



**Step 20. Install the circuit breaker
power cable to the solenoid**



**Step 21. Install and tighten the 1/2" nut
and install the dust boot over the
exposed stud**



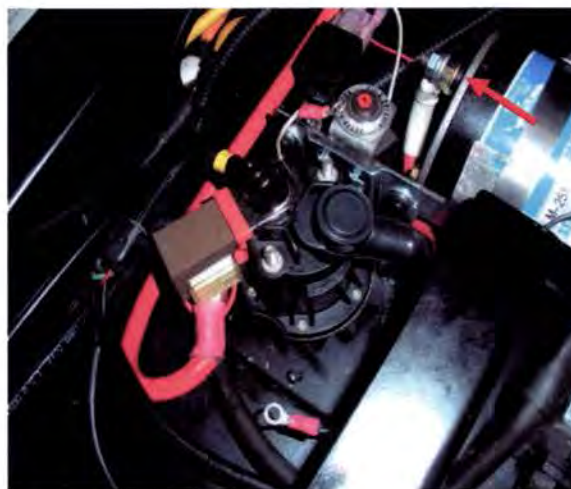
Step 22. Using a 3/8" wrench, loosen the nut on motor power cable from the motor casing



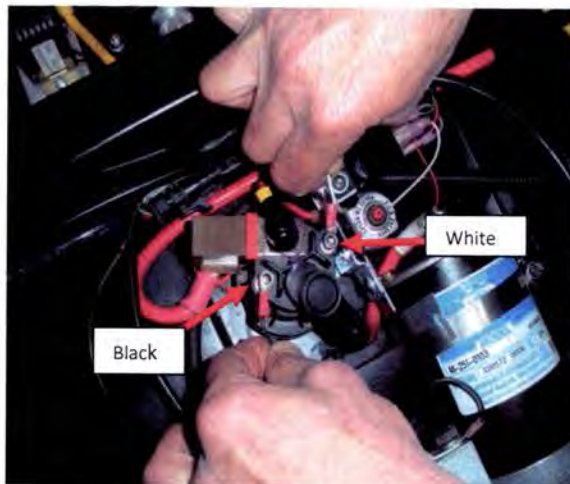
Step 23. Install the other end of the motor power cable onto the solenoid



Step 24. Install and tighten the 1/2" nut on the solenoid



Step 25. Install the dust boot and re-tighten the motor power cable on the motor casing



Step 26. Install the black and white terminals as shown above



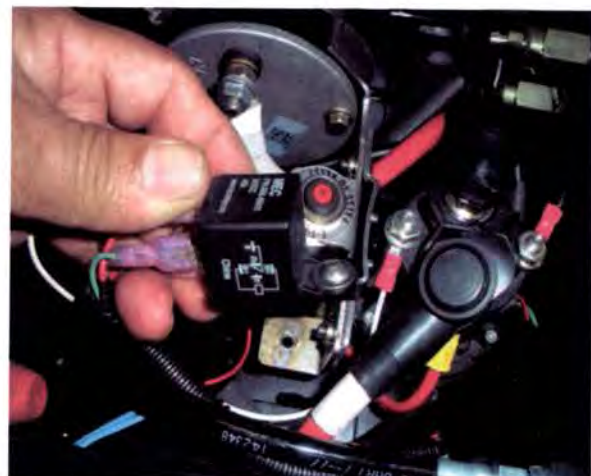
Step 27. Using a 3/8" wrench, install and tighten the nuts on the terminals



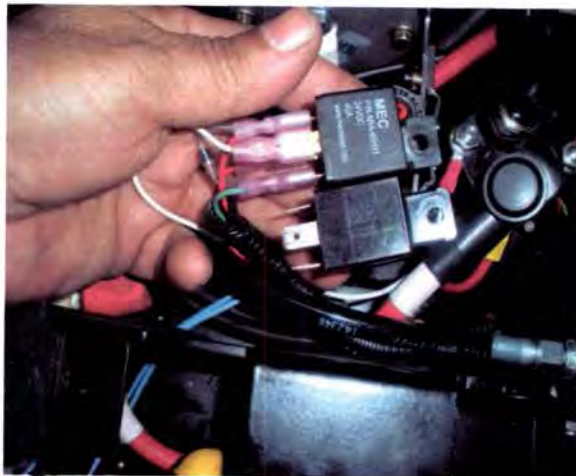
Step 28. New solenoid installed



**Step 29. Removing "old" relay
mounting screw**



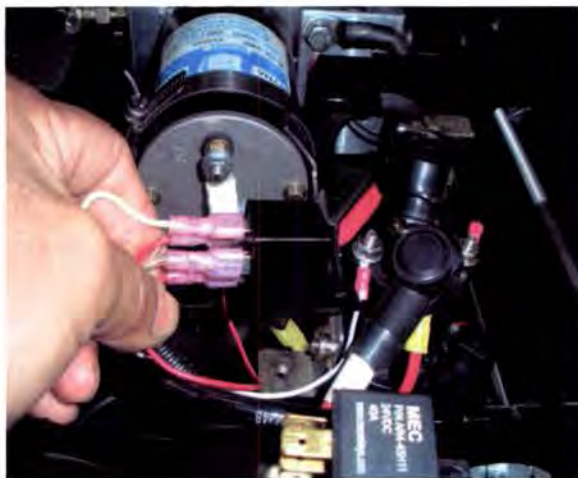
Step 30. "Old" relay removed



**Step 31. Preparing for switching wires
from "old" to "new" relay**



Step 32. Switching wires



Step 33. Positioning “new” relay in place



Step 34. Fastening relay in position

Step 35. Perform functional test

Step 36. Install the cover

ATTACHMENT “L”

Ricon Ramp Flooring Installation Procedure

5-10-11

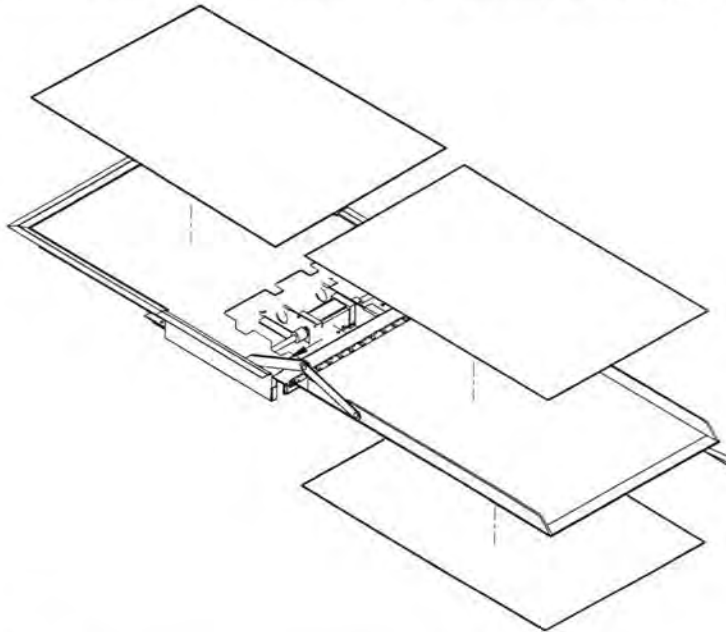
Ramp Flooring Installation Procedure

CAUTION!

- Under no circumstances is maintenance, repair, or adjustment of the product to be performed without the presence of an individual capable of giving aid.
- Give immediate attention to all injuries, and administer first-aid, or seek medical attention as necessary.
- Protective eye shields and clothing should be worn during maintenance, repair, and adjustment of the lift.
- Work in a properly ventilated area.

NOTE: Each ramp has flooring that is installed in the factory and may require additional material to complete installation of flooring when installed outside of the factory.

NOTE: When removing and re-installing worn or damaged flooring, always completely remove flooring and any remaining glue that may cause the flooring to create air bubbles, warps or unevenness.



RSM0038300

FLOORING INSTALLATION:

NOTE: The platform ramp must be accessible to install flooring correctly.

1. Place ramp in a work area that is properly ventilated and wear protective gear before attempting to install flooring.
2. Thoroughly remove used or worn flooring from ramp plate where flooring will be installed.
3. Remove used or worn adhesive with acetone and ensure that area where flooring will be installed is clean, flat and free of any debris.
4. Visually inspect ramp plate for any blemishes or repairs that are required before applying the new flooring.
5. Prepare new flooring by measuring flooring area then cut according to ramp requirements.
6. Evenly apply manufacturer recommended primer onto ramp plate surface using a clean brush.
7. Apply ramp flooring starting from one edge and align accordingly.
8. Use roller to press down flooring and even out any air bubbles. Ensure that flooring is evenly distributed before sealing.
9. Apply clear sealer around outside edges of ramp flooring.
10. Allow adhesive to cure minimum five to ten minutes before applying any pressure on ramp surface.

ATTACHMENT “M”

New Flyer ITS 3234

Remove and Replace Wheelchair Ramp



THIS DOCUMENT AND THE CONTENTS DISCUSSED HEREIN ARE THE CONFIDENTIAL AND PROPRIETARY INFORMATION OF NEW FLYER INDUSTRIES CANADA ULC AND NEW FLYER OF AMERICA INC. AND ARE DISCLOSED BY NEW FLYER IN CONFIDENCE. THIS DOCUMENT AND THE CONTENTS HEREIN ARE NOT TO BE DISCLOSED BY THE INTENDED RECIPIENT WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF NEW FLYER. ANY UNAUTHORIZED DISCLOSURE, REPRODUCTION OR OTHER DISTRIBUTION OF THIS DOCUMENT OR INFORMATION IS STRICTLY PROHIBITED AND MAY RESULT IN ACTION BEING TAKEN AGAINST THE PARTY MAKING THE UNAUTHORIZED DISCLOSURE. THIS DOCUMENT AND ALL COPIES HEREOF MUST BE RETURNED TO NEW FLYER UPON REQUEST.

INSTRUCTION TO SERVICE ITS: 3234

SECTION: 580 Wheelchair Lift	MODEL: <input type="checkbox"/> 30FT <input type="checkbox"/> 35FT <input checked="" type="checkbox"/> 40FT <input type="checkbox"/> 60FT <input checked="" type="checkbox"/> DSL <input type="checkbox"/> CNG <input type="checkbox"/> LNG <input type="checkbox"/> ELEC	TYPE: <input type="checkbox"/> HIGH FLOOR <input checked="" type="checkbox"/> LOW FLOOR	WRITTEN BY: Bik Dhaliwal
---	---	---	-----------------------------

OBJECTIVE/SUBJECT:

Remove and replace wheelchair ramp

PROCEDURE:

1. Turn the main battery disconnect switch to the "OFF" position.

⚠ WARNING: Keep your back vertical and feet together when lifting ramp. DO NOT use excessive force to lift ramp; damage to drive arms and hydraulic components can result. Ensure hooked end of manual deploy tool is properly orientated and fully inserted into ramp slot. Hook end of tool should face away from operator, allowing handle of tool to become nearly horizontal.

2. Insert manual deploy tool into slot located on forward edge of ramp or use lifting strap on forward edge of the ramp.

3. Unfold ramp from the stowed position by lifting front edge of ramp up and away from vehicle.

4. Continue to pull on the ramp while slowly and carefully walking away from the vehicle so that the ramp will unfold and fully extend.

5. Maintain holding the handle of the deploy tool while lowering forward edge of ramp to the ground.

6. Remove floor plate.

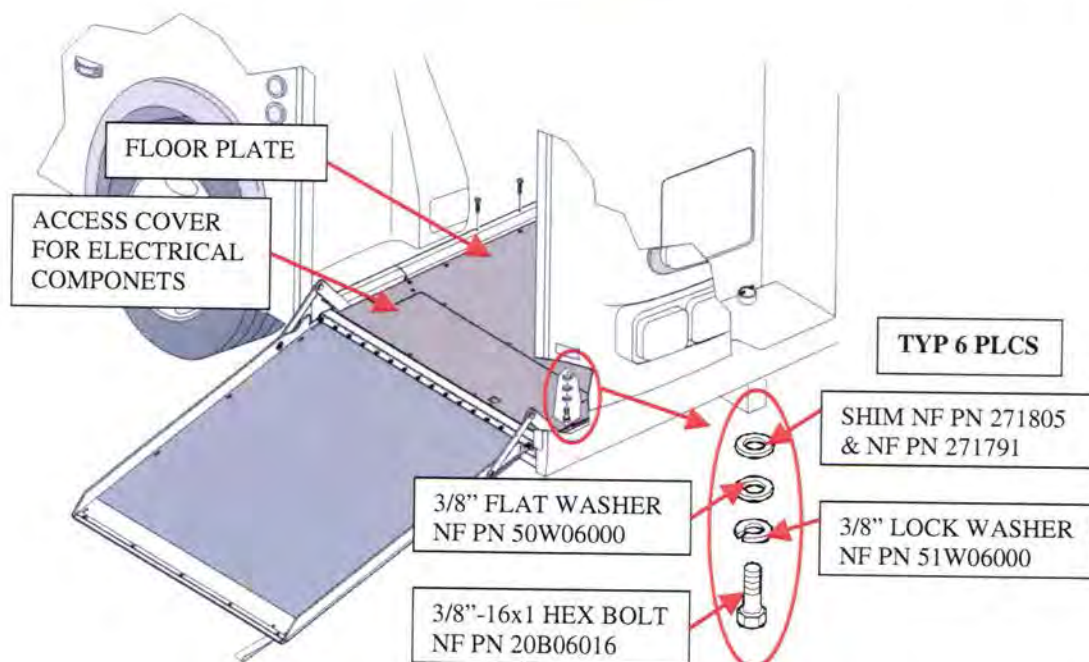


Figure 1 – Wheelchair Assembly

7. Disconnect ramp electrical connector from vehicle harness.
8. Access the ramp mounting hardware from beneath the vehicle. Remove six bolts and washers as shown in Figure 1.
9. Remove ramp assembly from vehicle.
10. Remove the cover plate from the ramp assembly. Store hardware for reinstallation.

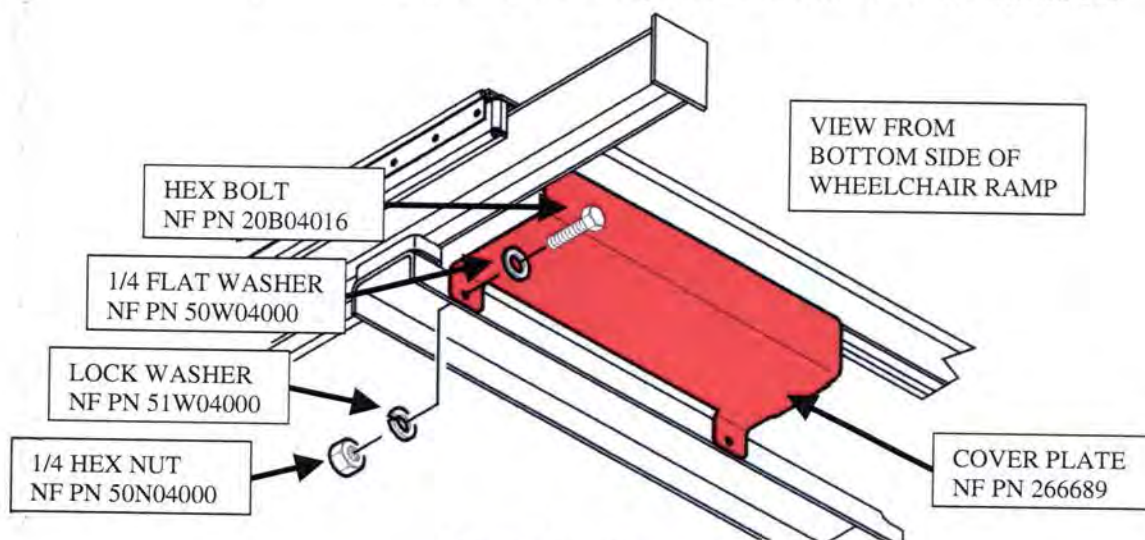


Figure 2 – Cover Plate

11. Use the template (NF PN MT-819) and scribe the pattern that needs to be cut.
12. Cut scribed pattern from previous step.

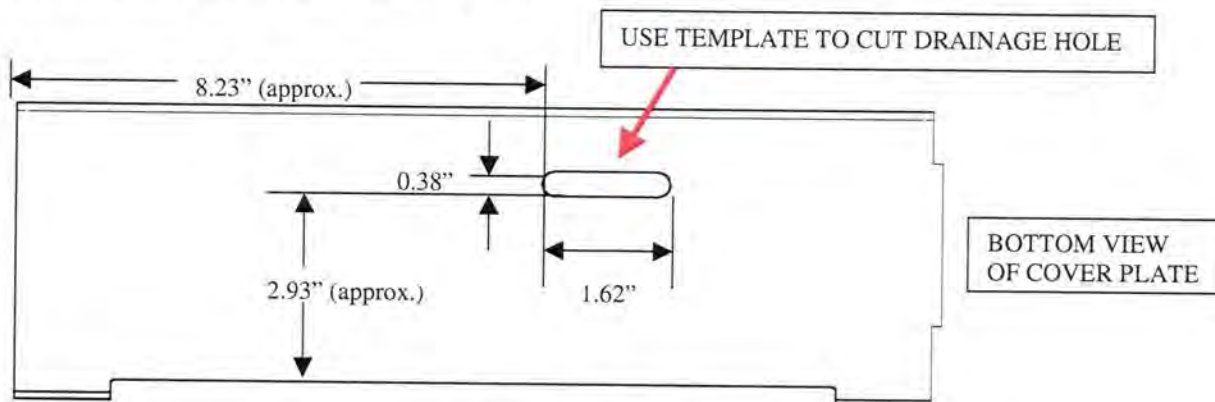




Figure 3 – Cover Plate with cut-out

13. Deburr and remove any sharp edges.
14. Apply anti-corrosion material around the cover plate hole area.
15. Insert cover plate (NF PN 266689) back in position using original hardware from Figure 2 onto the new reworked ramp.

 **NOTE: Procedure of rework ramp can be found in Appendix A of the ITS**

16. Install reworked ramp assembly from Ricon into vehicle floor recess with the ramp in the deployed position.
17. Align the caged nuts in the ramp assembly with the mounting holes in the vehicle structure.
18. Install the six bolts and washers removed in Step 8 from beneath vehicle. **Torque bolts 45 - 50 ft-lb. (61 - 68 Nm).**

 **NOTE: Ensure shims (NF PN 271805 & NF PN 271791) are replaced in the same position and order as they were removed.**

19. Inspect ramp to ensure it is sitting level. **Please refer to Appendix B for adjustments.**
20. Connect ramp electrical connector to vehicle harness.
21. Install floor plate.
22. Turn the main battery disconnect switch to the "ON" position.
23. Test ramp functions (i.e. deploying, stowing) to ensure ramp features are operational.



APPENDIX A



RETROFIT INSTRUCTIONS
FOR A FOLDOVER RAMP
MODEL # FR2N01-10101010

- Read and understand supplemental instructions completely before any work is attempted. Refer to the Service/Owner Manual for additional safety precautions.

TABLE OF CONTENTS	PAGE
I. PREPARATION OF RAMP FOR RETROFIT.....	1
II. RETROFIT INSTRUCTIONS.....	3
III. RETROFIT INSPECTION.....	7
IV. RAMP INSTALLATION.....	8

- Under no circumstances is maintenance, repair, or adjustment of the FoldOver ramp to be performed without the presence of an individual capable of giving aid.
- This ramp is driven with hydraulic pressure generated by a hydraulic pump system. The fluid is highly pressurized and possibly very hot. Use extreme caution when doing maintenance and repairs. **DO NOT** disconnect hoses or fittings when ramp is in motion.
- Give immediate attention to all injuries, and administer first-aid, or seek medical attention as necessary.
- Protective eye shields and clothing should be worn during maintenance, repair, and adjustment of the FoldOver ramp.
- Batteries contain acid that can burn. Wear protective clothing and eye protection at all times. If acid comes in contact with skin, immediately flush affected area with water and wash with soap. **DO NOT** place anything electrically conductive on top of battery. **DO NOT** smoke or use an open flame near battery.
- Work in a properly ventilated area.
- Read and understand all instructions before attempting to operate the FoldOver ramp.
- Read and understand all instructions before attempting to perform maintenance, repairs, or adjustments to the FoldOver ramp.
- Read and comply with warning labels attached to ramp.

I. PREPARATION OF RAMP FOR RETROFIT

A. REMOVAL OF RAMP



WARNING!

THIS RAMP IS DRIVEN WITH HYDRAULIC PRESSURE GENERATED BY A HYDRAULIC PUMP SYSTEM. THE FLUID IS HIGHLY PRESSURIZED AND POSSIBLY VERY HOT. USE EXTREME CAUTION WHEN DOING MAINTENANCE AND REPAIRS. **DO NOT** DISCONNECT HOSES OR FITTINGS WHEN RAMP IS IN MOTION.

! WARNING!

BATTERIES CONTAIN ACID THAT CAN BURN. WEAR PROTECTIVE CLOTHING AND EYE PROTECTION AT ALL TIMES. IF ACID COMES IN CONTACT WITH SKIN, IMMEDIATELY FLUSH AFFECTED AREA WITH WATER AND WASH WITH SOAP. **DO NOT** PLACE ANYTHING ELECTRICALLY CONDUCTIVE ON TOP OF BATTERY. **DO NOT** SMOKE OR USE OPEN FLAME NEAR BATTERY.

1. Disconnect battery power from vehicle.

! WARNING!

FOLLOW PROPER PROCEDURES WHEN RAISING VEHICLE. BE SURE TO PROVIDE PROPER SUPPORT BEFORE ATTEMPTING TO PERFORM MAINTENANCE OR REPAIRS.

2. Raise vehicle using wheel stands.
3. Remove six mounting bolts.
4. Refer to **FIGURE 1**. Remove vehicle mounted electrical cover.

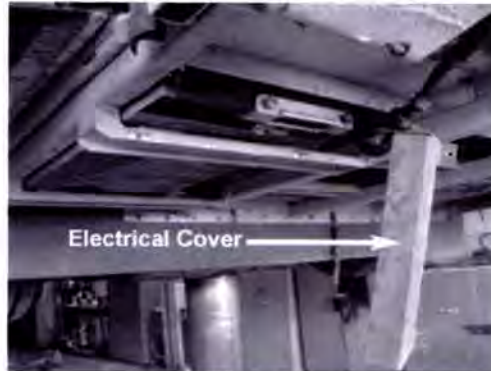


FIGURE 1

5. Refer to **FIGURE 2**. Disconnect the 8-pin connector from the vehicle's communication harness.



FIGURE 2



WARNING!

RAMP WEIGHT IS APPROXIMATELY 250 LBS (115 KG). USE PROPER LIFTING DEVICE WHEN LIFTING RAMP. MAKE SURE TO FOLLOW PROPER OPERATION, AND SAFETY PROCEDURES FOR HEAVY LIFTING. TAKE EXTREME CARE WHEN POSITIONING RAMP.

6. Remove ramp from vehicle using a suitable lifting device.
7. Mount ramp onto stand. Make sure ramp is mounted securely.

II. RETROFIT INSTRUCTIONS

A. CUTTING HOLES IN TRIM POCKETS

1. Deploy ramp manually.
2. Refer to **FIGURE 3**. Using compressed air and picking tools remove debris from trim pockets.

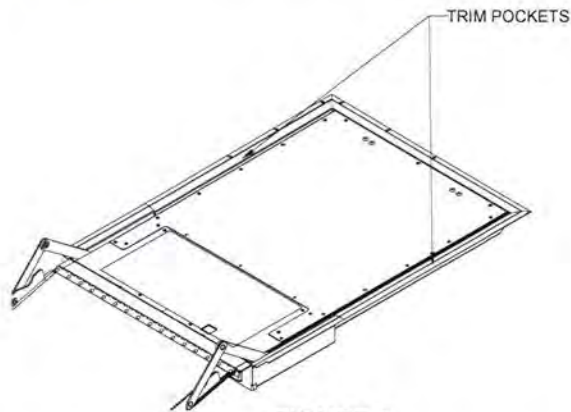


FIGURE 3

3. Refer to **FIGURE 4**. Fill trim pockets completely with wet rags and cover with a welding blanket to prevent possible burns from excessive heat going through.



FIGURE 4

4. Refer to **FIGURE 5**. Bolt on tool fixtures to ramp pockets on underside of ramp. Tool fixtures are self-guiding, however, make sure holes mirror locations as shown in **FIGURE 6**.



FIGURE 5

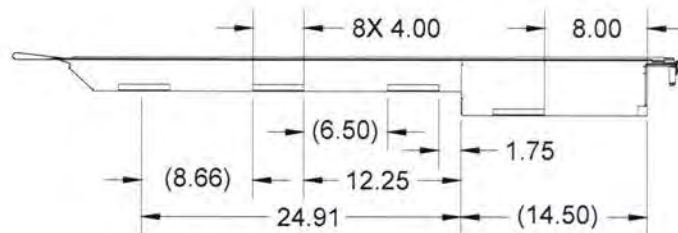


FIGURE 6



WARNING!

READ AND UNDERSTAND PLASMA CUTTER OPERATING INSTRUCTIONS BEFORE ATTEMPTING TO OPERATE CUTTER. MAKE SURE TO FOLLOW SAFETY PROCEDURES WHILE OPERATING PLASMA CUTTER.

5. Using a plasma cutter, begin cutting the first side of the ramp.
6. Remove tool fixtures, and repeat steps (3) through (5) to cut holes on the other side of the ramp.
7. Using a grinder, smooth out any sharp edges.
8. Stow ramp.

B. REMOVING POWDER COAT FROM BOTTOM SIDE OF TRIM POCKETS

1. Manually deploy ramp.
2. Using compressed air and picking tools remove debris from trim pockets.
3. Refer to **FIGURE 7**. Using a small chisel remove the powder coat that is at the bottom of the trim pockets.

NOTE: DO NOT remove powder coat on the sidewalls.



FIGURE 7

4. Stow ramp.

C. PAINTING DOUBLER PLATE

1. Refer to **FIGURE 8**. Clean doubler plate using a heavy-duty industrial cleaner. If degreaser does not easily remove dirt or grime, use a scour pad.

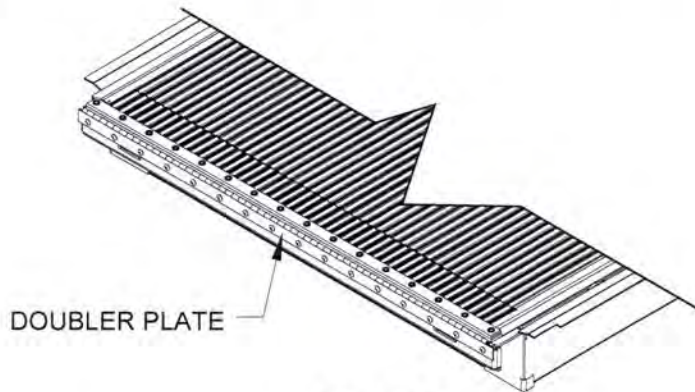


FIGURE 8

2. Mask area around doubler plate using masking tape and paper.

NOTE: Be sure to read and understand the procedures listed on the spray can before spray painting.

3. Spray doubler plate with Rust-Oleum Professional primer.

NOTE: ONLY paint doubler plate, **DO NOT** paint any of the surrounding parts.

4. Once primer has dried, spray paint two coats of Professional Rust-Oleum Gloss Enamel #7747 (Sunbrust Yellow).
5. Remove the paper and masking tape taking caution not to touch the painted area.

D. INSTALLING ADD-ON RAMP PLATE TRIM PIECE

1. Partially deploy ramp manually.
2. Refer to **FIGURE 9**. With rotary drill equipment and sanding disc, lightly sand left side trim piece to remove powder coat.



FIGURE 9

3. Once complete, clean trim piece with lacquer thinner.
4. Clean extruded, add-on piece with lacquer thinner.

**WARNING!****WHEN USING CRL950FC:**

- WEAR PROTECTIVE EQUIPMENT (CHEMICAL RESISTANT GLOVES, GOGGLES, AND CLOTHING).
- USE ONLY IN WELLVENTILATED AREAS.
- OPEN DOORS AND WINDOWS DURING USE. USE PROPERLY FITTED NIOSH VENTILATOR IF VENTILATION IS POOR.

5. Take CRL96C primer, apply to extruded add-on piece, and allow to flash off for a minute to ten minutes but no more than eight hours before installing adhesive. Procedure must be performed above 40°F (4°C) to 100°F (38°C).

NOTE: CRL950FC comes in metal cartridges or aluminum foil sausages to prolong shelf life. Removable nozzles can be cleaned and reused, resulting in less waste.

NOTE: Keep cartridges closed and upright when not in use. Store between 65°F (18°C) and 75°F (24°C) in dry conditions. Shelf life of unopened cartridges in this approximate environment is nine months.

6. Apply a bead of CRL950FC along length of ramp trim piece. Bead should be approximately ¼" diameter. Application temperature range is 40°F (4°C) to 100°F (38°C).

**CAUTION!**

- Once opened, contents of cartridges should be used up the same day or protected for later use, otherwise the contents will harden and be rendered useless.
- When working in low temperature conditions, allow cartridge to reach room temperature (DO NOT USE A URETHANE HEATER OVEN TO HEAT. Product performance properties will be adversely affected).
- Always use a piston type cartridge gun (hand operated, cordless or pneumatic) to apply adhesive.
- Avoid contact of uncured material with alcohol and alcohol-containing solvents to prevent improper cure.
- Do no apply to materials stored below 55°F (13°C).

7. Take extruded add-on piece and fit to length of ramp.
8. Using supplied self-tapping screws, screw to a snug fit.
9. Using lacquer thinner, wipe excess adhesive.
10. Snip length of self-tapping screw that sticks through backside of ramp.
11. Stow ramp.
12. Allow to cure for a period of 10 hours.

III. RETROFIT INSPECTION

A. INSPECTION OF WEATHER STRIPPING

1. Manually deploy ramp.
2. Refer to **FIGURE 10**. Locate access panel and loosen the four quarter-turn screws. **DO NOT** lift and remove panel.

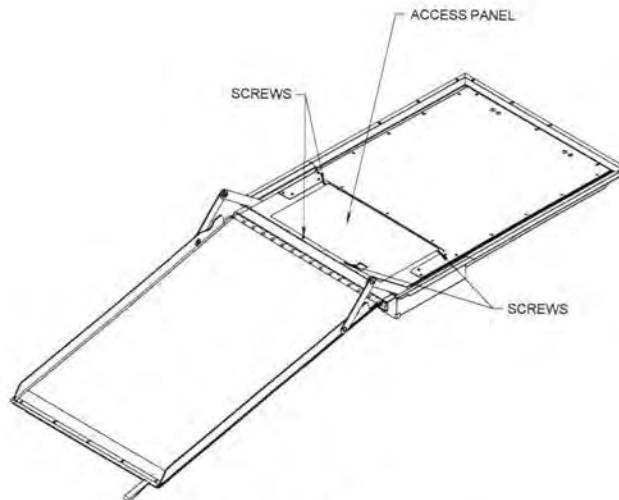


FIGURE 10

3. Carefully raise access panel and disconnect the 2-pin connector for the heater mat.
4. Remove access panel.
5. Refer to **FIGURE 11**. Check integrity of the weather stripping, and make sure it does not overlap each other on each corner. If in bad condition, replace. If overlapping exists, use a razor blade to cut back the overlapping portions so that the pieces only butt up against each other.



FIGURE 11

6. Visually inspect inside the enclosure. Check there are no chafed wires and loose connections. Make sure there is no excessive debris.

7. Check for the existence of drainage holes. If holes are present, make sure there is no blockage. If holes are not present, drill appropriate holes as shown on **FIGURE 12**. Make sure to smooth out any sharp edges.

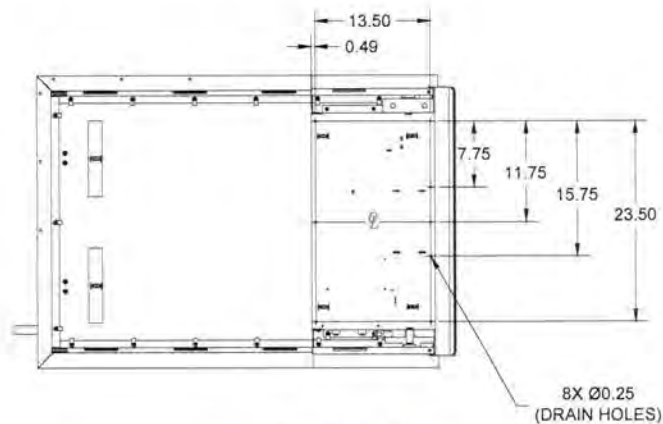


FIGURE 12

! WARNING!

BATTERIES CONTAIN ACID THAT CAN BURN. WEAR PROTECTIVE CLOTHING AND EYE PROTECTION AT ALL TIMES. IF ACID COMES IN CONTACT WITH SKIN, IMMEDIATELY FLUSH AFFECTED AREA WITH WATER AND WASH WITH SOAP. **DO NOT** PLACE ANYTHING ELECTRICALLY CONDUCTIVE ON TOP OF BATTERY. **DO NOT** SMOKE OR USE OPEN FLAME NEAR BATTERY.

8. Place access panel back over opening and connect the 2-pin connector for the heater mat.
9. Tighten the four-quarter turn screws.
10. Stow ramp.

IV. INSTALLATION OF RAMP

! WARNING!

THIS RAMP IS DRIVEN WITH HYDRAULIC PRESSURE GENERATED BY A HYDRAULIC PUMP SYSTEM. THE FLUID IS HIGHLY PRESSURIZED AND POSSIBLY VERY HOT. USE EXTREME CAUTION WHEN DOING MAINTENANCE AND REPAIRS. **DO NOT** DISCONNECT HOSES OR FITTINGS WHEN RAMP IS IN MOTION.

A. INSTALLATION INSTRUCTIONS

! WARNING!

LIFT WEIGHT IS APPROXIMATELY 250LBS (115KG). USE PROPER LIFTING DEVICE WHEN LIFTING RAMP. MAKE SURE TO FOLLOW PROPER OPERATION, AND SAFETY PROCEDURES FOR HEAVY LIFTING. TAKE EXTREME CARE WHEN POSITIONING RAMP.

1. Remove ramp from stand using a suitable lifting device, and place in the vehicle.
2. Insert the six mounting bolts that were removed and tighten. Torque to 37ft-lb.

! WARNING!

BATTERIES CONTAIN ACID THAT CAN BURN. WEAR PROTECTIVE CLOTHING AND EYE PROTECTION AT ALL TIMES. IF ACID COMES IN CONTACT WITH SKIN, IMMEDIATELY FLUSH AFFECTED AREA WITH WATER AND WASH WITH SOAP. **DO NOT** PLACE ANYTHING ELECTRICALLY CONDUCTIVE ON TOP OF BATTERY. **DO NOT** SMOKE OR USE OPEN FLAME NEAR BATTERY.

3. Connect battery power to vehicle.

B. INSPECTION OF PROPER RAMP INSTALLATION

1. Refer to **FIGURE 13** and **14**. With ramp stowed, visually inspect ramp for deflection at the corners of the leading edge. If deflection is more than 1/16" measured as vertical distance when ramp sits above fully stowed position, follow steps two through four. If less, follow step five.



FIGURE 13



FIGURE 14

! WARNING!

FOLLOW PROPER PROCEDURES WHEN RAISING VEHICLE AND PROVIDE PROPER SUPPORT BEFORE ATTEMPTING TO PERFORM MAINTENANCE OR REPAIRS.

2. Raise vehicle.
3. Refer to **FIGURE 15**. Loosen the six mounting bolts located at the bottom side of the ramp.

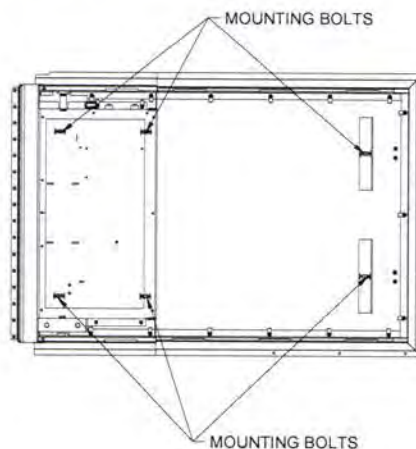


FIGURE 15

4. With the bolts loosen, repeat step one. If deflection is less than $1/16$ ", make sure ramp is properly shimmed and tighten bolts, torque to 37 ft-lb. Gap should be no more than $1/16$ " between ramp frame and vehicle frame, or existing shims. Fill any excess with shims and tighten bolts.
5. If ramp shows permanent deformation, contact Ricon Product Support, as this will be handled on a case-by-case basis.

ITS: 3234

APPENDIX B



NEW FLYER

Shop Floor Instruction

Issued: 08/15/06

Description: SS Wheelchair Ramp Floor Straightening

Number: 400-044G

Revision: A

Issued By: ME

Issued Date:

Issued by: Manufacturing Engineering

Operation:

1. Apply Heat at 4 Locations
2. Check Flatness After Cooling

Tools and Fixtures:

1. Heating Torch
2. Checking Tool (Straight Edge)

SAFETY:

- Proper techniques must be used when using heating torches.

Operation Details

1. Apply Heat at 4 Locations

Using a heating torch (eg. Chemlene or Oxy-Acetylene), heat 4 joint locations as shown in Figures 1, 2, and 3. Figure 1 shows the Engineering drawing, while Figures 2 and 3 show the actual frame. Heat shall be applied until the specified area is glowing orange. These joints are on the underside of the wheelchair ramp area where the C-channels get welded on the 2x2x0.188" tubes.

Area to be heated is approximately a length of 4" at the joints, across the full width of the tube. The heat is intended to counteract the welding performed on the upper side of this area. Sequencing is not required.

Validation that the appropriate temperature has been reached is performed using a TempilStik designed to melt at 1400°F. This temperature has been found to be adequate to straighten the wheelchair ramp tubes. After sufficient experience, a TempilStik may no longer be required to validate that the right amount of heat has been applied.

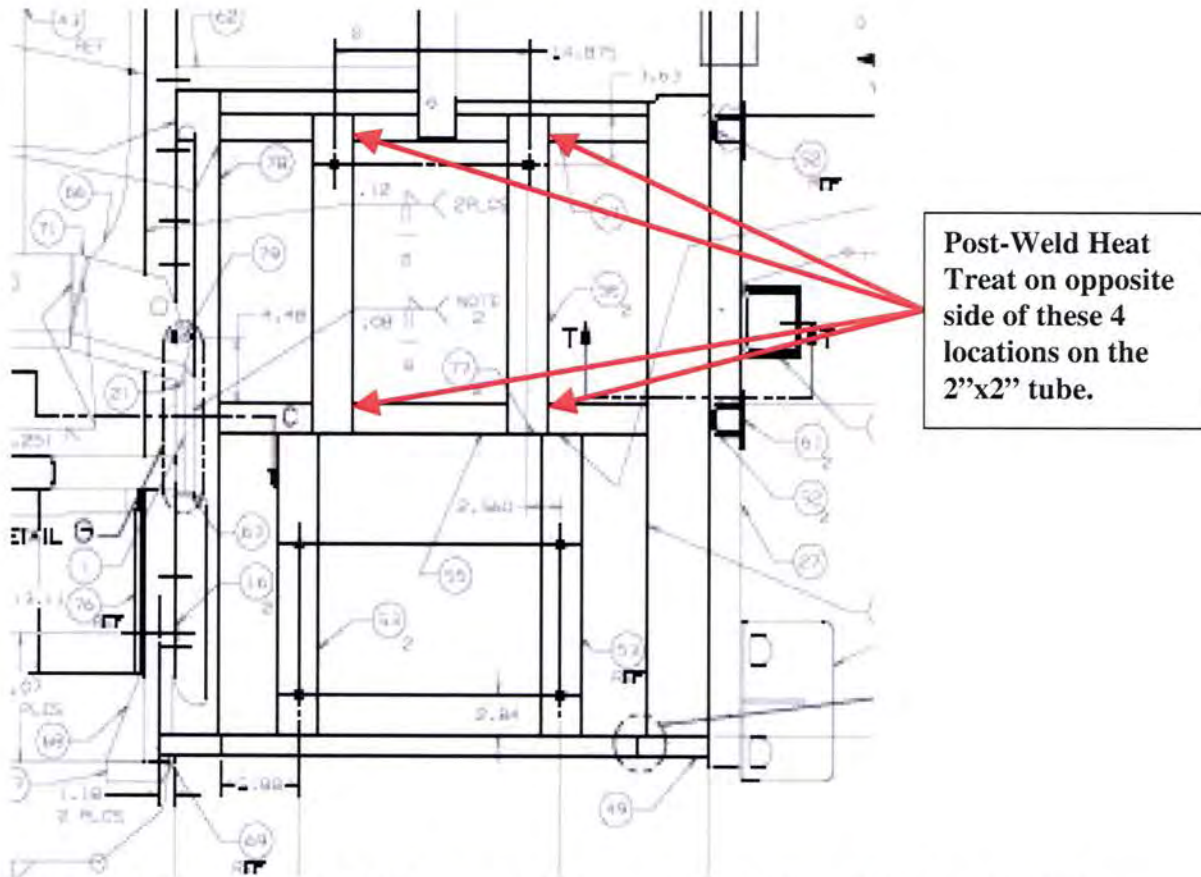


Figure 1: Engineering drawing that shows the locations requiring post-heat.



Figure 2: View of underside of wheelchair ramp area showing area to be heated with dashed black lines. This is the tube that is further to the street side.



Figure 3: View of underside of wheelchair ramp area showing area to be heated with dashed black lines. This is the tube that is closer to the curb side.

2. Check Flatness After Cooling

Once the wheelchair ramp area has cooled, a check is required. This test is to be done by laying a straight edge across the wheelchair ramp area tubes and measuring the gap between the straight edge and the steel frame. A gap of less than 0.120" is acceptable. If the gap is still larger than this, further heat treatment is required. This process is outlined in Step 1.

ITS: 3234**LABOUR ESTIMATE**

	Operation	Men	Hours	Labour Time M X HR
1	Remove and Replace reworked w/c ramp	1	TBD	TBD

PARTS REQUIRED

Item	Part Number	Description	Qty. per SR	Units	Notes
1	MT-819	W/C Electrical Cover Template	1	EA	

ATTACHMENT “N”

CTA Procedure for the Removal of Geo Device

REMOVAL of GEO DEVICE

1. Access exterior drives side panel.
2. Locate Geo Device ECM.
3. Unplug all cables to Geo Device ECM. Remove the J1939 and power cable completely. Use a female plug to cap the J1939 end and a Male WP plug to cap the power end.
4. Tie off remaining harness using wire TY-RAPS®.
5. Remove all hardware located on the brake chamber mounting bolt at all four wheel position. Also, remove all hardware on the rear brake chamber pushrods.
6. Cut the harness wire, for the hardware mounted on the chamber bolts, before the connector. Secure harness using wire TY-RAPS® if necessary.

Parts needed:

1 of 3800112 female Canline connector

3 of 8304773 plug for CanLine connector

1 of 6800052 male WP connector

3 of 7294416 plug for WP

7-1-2011 tb

ATTACHMENT “O”

CTA Procedure to Convert 2 Pin Cummins

Low Coolant Sensor to a 3 Pin

PROCEDURE TO CONVERT 2 PIN CUMMINS LOW COOLANT SENSOR TO A 3 PIN

Parts Needed:

1. 18 gauge red wire	3109304	4ft
2. Wire loom	7800129	4ft
3. Coolant sensor	8233841	1
4. Connector 3 pin Metri-Pack	8304683	1
5. Terminal female Metri-Pack	6804151	3
6. Seal wire Metri-Pack	8304775	3
7. Terminal female weather pack	7800024	1
8. Seal wire weather pack	7800029	1

TOOLS required:

Wire cutter & stripper

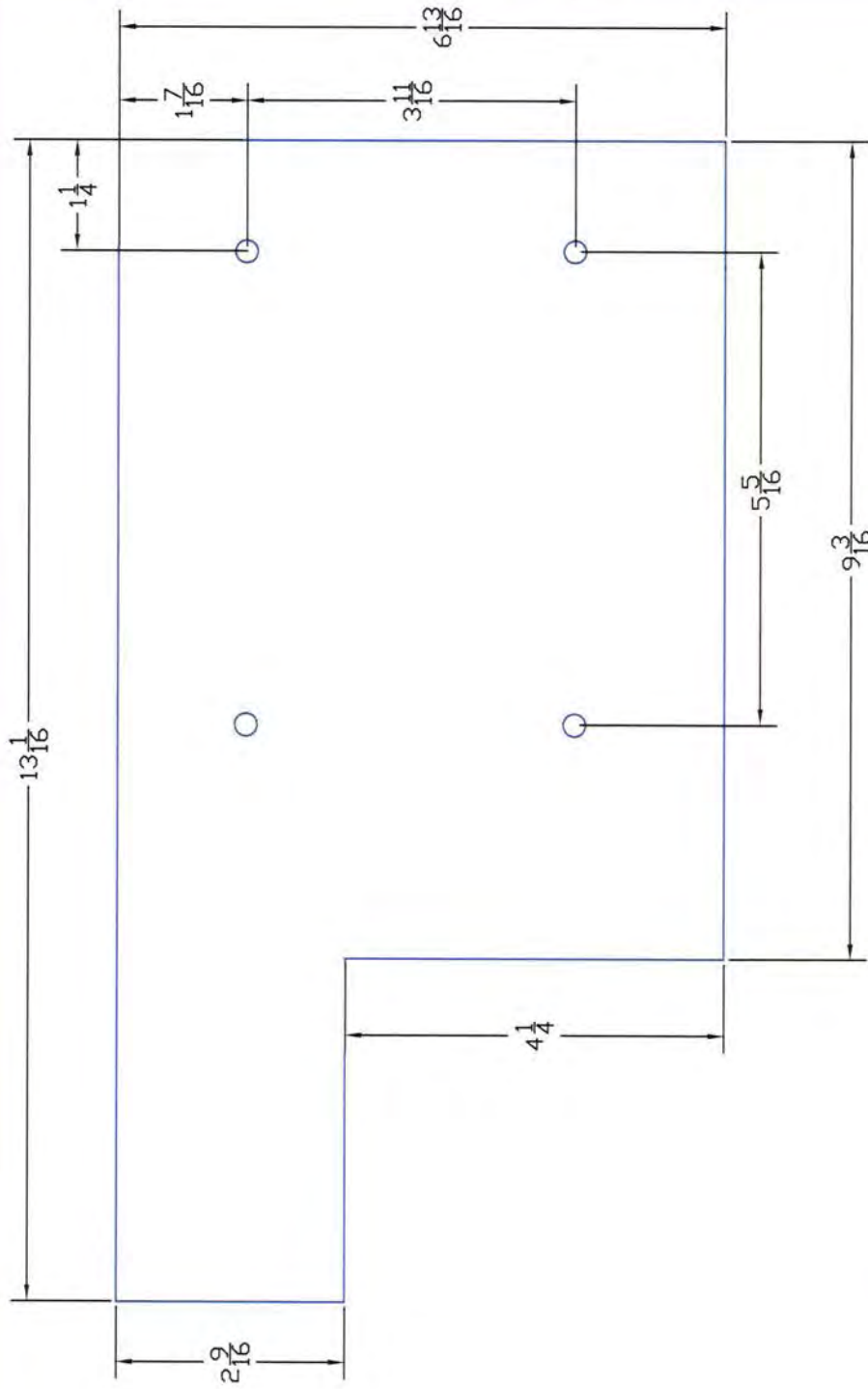
Crimper for Metri Pack or Weather Pack

Note: Refer to electrical drawing 169219 which is page 15 in the 1000-1429 electrical system drawing manual, reference point F-7.

1. Locate 3 pin weather pack connector that is bundled in harness behind Oil Pressure & Coolant Temperature gauges.
2. Remove the weather pack female blank side of the 3 pin weather pack. Using the female side of weather pack, remove cavity plug from Pin C, install new red wire into cavity C.
3. Install wire loom over red wire and secure to the harness using existing P-clamps. Route red wire to the original 2 pin connector for the low coolant sensor.
4. With new 3 pin Metri-Pack; install red wire into cavity A after crimping new terminal with seal.
5. Cut tan wire (EN27F) from B slot of the 2 pin Metri-Pack. Crimp new terminal with seal and install into cavity B of 3 pin Metri-Pack.
6. Cut white wire (EN27G) from A slot of the 2 pin Metri-Pack. Crimp new terminal with seal then install into cavity C of 3 pin Metri-Pack.
7. Install new low coolant sensor by referring to Cummins C1114 sensor installation sheet.
8. Connect to Cummins Insite and check if there are active low coolant codes. If there are, recheck steps.

ATTACHMENT “Q”

CTA Drawing S1-1766 Rear EDR Mounting Template



MATERIALS:
ALUMINUM PLATE

SCREW: MACHINE, 10-32 X 5/8
STAINLESS STEEL, SLOTTED INDENTED
HEX HEAD.

RIVNUT: 10-32 X 5/8

NOTE:
REMOVE ALL BURRS AND SHARP EDGES



DIMENSIONING & TOLERANCING
PER ANSI (USAS) Y14.5M-1982

UNLESS OTHERWISE SPECIFIED
SURFACE FINISH
DIMENSIONS ARE IN INCHES
TOLERANCES: ANGLES ±
FRACTIONS: ± 1/32
DECIMALS: .XX ±
DECIMALS: .XXX ±
RIVET & BOLT EDGE MARGIN ±.05
BEND RADIUS .01 ON .03 & .06
±.03 ON .09 & GREATER
SHEET METAL CORNER RADIUS
INT .19 EXT .25
INT .16 EXT .00

BUS SERVICE DELIVERY
BUS ENGINEERING
TECHNICAL SERVICES

REAR EDR MOUNTING TEMPLATE

Drawn: TW	Scale: 1/2"=1"	Date: _____	S1-1766
Checked: _____	Approved: _____		
Manager, Technical Services		Host: _____ Appr: _____	

SPECIAL CONDITIONS
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-10

By execution of this Proposal the undersigned offers, in accordance with the terms of the Contract Documents of which this proposal is a part, to supply overhaul kits for and/or overhaul services up to four hundred twenty nine (429) 1000 New Flyer LFS 40 ft model 1000 Series Buses (numbers 1000 thru 1429). Bus 1005 is the prototype for this overhaul and will not be included.

As described in these General and Special Conditions and "master" Detail Specification No. CTA 9985-10 and other specifications, attachments and documents as listed, herein at the price per line item as indicated below:

This Contract to become effective upon execution of Contract document and shall remain in effect until completed.

NOTE: Prices quoted shall be firm for the entire contract period.

PARTS	BILL OF MATERIAL (BOM)	TOTAL PRICE
1.	Engine Package & Transmission	_____
	With extended warranty – explain terms	_____
2.	Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____
3.	Radiator Assembly and associated parts	_____
4.	DPF Kit- 5 year or 100,000 mile warranty, whichever comes first	_____
5.	Shocks, Rods, Valves and associated parts	_____
6.	Seat Inserts (buses 1001 thru 1304) and associated parts	_____
7.	Seat Inserts (buses 1000, 1305 thru 1429) and associated parts	_____
8.	Additional -Air System, Auxiliary Coolant Heater, HVAC, Engine/Electrical	_____

LABOR

LABOR - BOM (1, 2, & 3)

Engine Package & Transmission, air system, HVAC & Radiator

LABOR – BOM (4)

DPF Kit

SPECIAL CONDITIONS
CONTRACT NO. C12FR101208860
SPECIFICATION NO. CTA 9985-10

TOTAL PRICE

LABOR - BOM (5)

Shocks, Rods, Valves and associated parts

LABOR - BOM (6 & 7)

Seat Inserts

LABOR- BOM 8

Additional air system, HVAC & engine electrical

LABOR

Complete Turnkey including all 8 BOM

LABOR- (Paint-Section 5.11)

DEDUCTS, If any

1. Not removing or re-installing Engine Package
from 1000 series bus
2. Not replacing a Cummins Recon ® ISM Engine
3. Not replacing a ZF 6HP 592C Transmission

NOTE: The amount of the deducts, if any, will not be used in the evaluation of bids because the amount of deducts is not known nor expected to be many in number.

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

General e-mail address if different from above: _____

ADDRESS OF OVERHAUL FACILITY: _____
PERSON TO CONTACT: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE NUMBER: _____ FAX NUMBER: _____

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

BUY AMERICA CERTIFICATION

Bidder must certify compliance or non-compliance for sections 165(a) and 165(b)(3). Failure to provide the certification will result in your bid being declared non-responsive to the invitation for bids and rejected. Details regarding these certifications may be found in the preceding section entitled "49 CFR Part 661 – Buy America Requirement".

Certificate of Compliance with Section 165(a)

The bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Non-Compliance with Section 165(a)

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR 661.7.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Compliance with section 165(b)(3)

The bidder hereby certifies that it will comply with the requirements of section 165(b) (3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.

Signature _____ Date _____

Title _____ Company Name _____

Certificate of Non-Compliance with section 165(b)(3)

The bidder hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Signature _____ Date _____

Title _____ Company Name _____

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 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 Page

Bidder's Signature Page

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 NUMBERS. (none unless indicated here)

Bidder Must Insert Addenda Numbers Here

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

FURTHER, THE UNDERSIGNED, BEING DULY SWORN, DEPOSES AND STATES ON OATH THAT the undersigned has not entered into any agreement with any other Bidder or prospective Bidder or with any other person, firm, or corporation relating to the price or prices named within the undersigned's Bid, or any other Bid, or any agreement or arrangement under which any person, firm, or corporation is to refrain from bidding, or 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 Bid, 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 below named Bidder or any agent, partner, employee, or officer of the Bidder 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, Article 33E or bid-rotating in violation of Section 4, of Article 33E of the Act, or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Bidder: _____
(Print or Type Name of Corporation, Limited Liability Co., Sole Proprietor, Partnership, or Joint Venture)

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

By: _____

Signature of Authorized Officer(1), Managing Member, Bidder, Partner(s)(2) or Joint Venture(s) (2)

Title and Name of Signatory: _____

(Print or Type Title and Name)

1. 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 Bid.
2. All Partners or Joint Venturers of the Firm must sign this bid unless one Partner or Joint Venturer is authorized to sign for the Partnership or Joint Venture. Use additional copies of this Attachment if more than one signatory.

State of _____
County of _____

Signed and Sworn to before me by the signatory whose name appears above on this :

_____ day of _____ 20____
(day) (month) (year)

(Signature of Notary Public)

(NOTARY SEAL)

DISCLOSURE OF OWNERSHIP

Every Bidder or Proposer (referred to as "Bidder") submitting a Bid or Proposal to the CTA for a Contract shall submit this Disclosure of Ownership and Interests Affidavit (hereafter Disclosure Affidavit or "Affidavit"). If the Bidder is a joint venture, the joint venture and each of the joint venture partners shall complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the Contract, concession, agreement, modification, amendment, extension, or other section in connection with which you are submitting the Disclosure Affidavit.

After reviewing your completed Disclosure Affidavit, the CTA's General Counsel or GM, Purchasing may require additional information to achieve full disclosure relevant to the Bid, or other applications.

Requisition Number: _____ Bidder Name: _____

Bidder Business Address: _____

CTA's departments to which you are submitting this form (check one):

☐ Purchasing ☐ Other: _____

The undersigned _____, as _____, and on behalf
(Name) (Title)
of _____ ("Bidder" or "Contractor"), having been duly sworn
(Business Address)
under oath certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the Bidder is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below as applicable. All Bidders shall complete Part (E). For Bidders that are sole proprietorships, Part (E) is the only section of Part I that shall be completed. For Bidders that are joint ventures, the joint venture and each member must complete a separate form. Identify all layers of ownership if the firm has a parent firm.

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Not-for-Profit corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| | { } Other: _____ |

A. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

This information must be provided for the corporation and for any parent corporation.

1. Incorporated in the State of _____.
2. List below the name and title of all officers of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

3. List below the name and title of all directors of the corporation:

Name	Title
_____	_____
_____	_____
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

1. 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: _____

2. If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

3. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares or options equal to or in excess of 5% of the ownership of the corporation:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name and business address of officers, trustees and board members.

Name	Business Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. PARTNERSHIPS

List below the name and business address and the percentage of ownership interest for each general, limited, or individual partner entitled to receive 5% or more of the profit derived from partnership activities. The names of all individuals in such partnerships must be listed.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

C. LIMITED LIABILITY COMPANIES

1. List below the names and titles of the officers, if any. If there are no officers, write "none":

Name	Title
_____	_____
_____	_____
_____	_____

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

D. LAND TRUSTS, BUSINESS TRUSTS, ESTATES, AND OTHER SIMILAR ENTITIES

- Trust name and number, or other information identifying the trust: _____
- List below the name and business address of all trustees:

Name	Business Address
_____	_____
_____	_____
_____	_____

- List below the name, business address, and percentage of ownership interest of all beneficiaries:

Name	Business Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS

- Is any ownership interest in the Bidder held by one or more agents or nominees on behalf of another individual or legal entity? ☐ Yes ☐ No

If Yes, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

Name	Business Address	Ownership Interest	Agent/Nominee
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

- Is the Bidder or any ownership interest in the Bidder, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above? ☐ Yes ☐ No

If Yes, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

Name	Business Address	Name of Party Whose Interest is Controlled	Relationship
_____	_____	_____ %	_____
_____	_____	_____ %	_____
_____	_____	_____ %	_____

3. Is any stock or beneficial interest in the Bidder held by a corporation or other legal entity?
☐ Yes ☐ No

If Yes, each such corporation or other legal entity shall make all disclosures requested in this Disclosure Affidavit and shall certify all information provided or, in the alternative, the Bidder must complete and sign an additional Disclosure Affidavit for each such corporation or other legal entity.

4. Is any ownership interest held by a current or former CTA employee? ☐ Yes ☐ No

If Yes, provide names and amount of ownership interest:

Name	Ownership Interest
_____	_____ %
_____	_____ %
_____	_____ %

5. Is any current or former CTA employee employed by the Bidder: ☐ Yes ☐ No

If Yes, provide name, title and areas of responsibility:

Name	Title	Areas of Responsibility
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: The information provided in this form, shall be kept current. In the event of material changes, the Bidder shall supplement this Affidavit, up to the time the CTA takes action on the Bid, or other application for which this Affidavit is being submitted.

BIDDER:

By _____

(If a corporation and signed by any person other than the President or Vice-President, a certified copy of a resolution or by-law authorizing such person to sign, must accompany this contract)

NOTARIZATION - REQUIRED

State of _____

County of _____

Signed and Sworn to before me on
this _____ day of _____, 201__

By _____
(Signature of Notary Public)

(NOTARY'S SEAL)

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