

CHICAGO TRANSIT AUTHORITY  
**SMALL BUSINESS INITIATIVE PILOT PROGRAM**  
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 a.m. on Friday, May 3, 2013, at which time all such bids will be opened publicly and read aloud:

Req No: B12OP04138R, Spec. No. CTA 0281-11  
Subway Lamps to be Released as required for up to (12) months.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Bennie Thierry, Procurement Administrator, 312/681-2652.

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

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids.

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack  
Vice President,  
Purchasing

April 5, 2013



SMALL BUSINESS INITIATIVE PILOT PROGRAM

PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENT FOR:

SUBWAY LAMPS TO BE RELEASED AS REQUIRED FOR UP TO 12 MONTHS

REQUISITION NO.: B12OP04138R

SPECIFICATION NO.: CTA 0281-11

DRAWING NO.: None

PROJECT NO.: None

INSURANCE REQUIRED: None

BID DEPOSIT AMOUNT: None

**INFORMATION:**

**Procurement Administrator:** BENNIE THIERRY

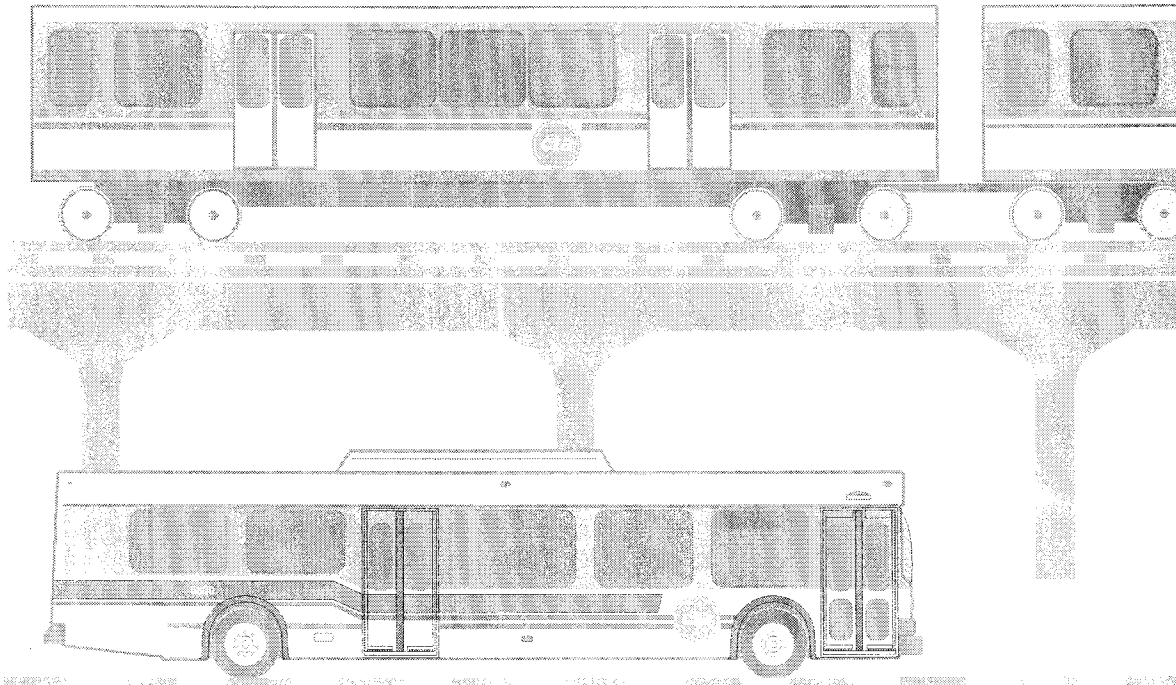
**Phone Number:** (312)681-2652

BID PACKAGES TO BE RETURNED TO:

**By Mail, In Person Drop-off or Delivery Service**

Chicago Transit Authority  
Bid Office - 2<sup>nd</sup> Floor  
567 W. Lake Street  
Chicago, IL 60661-1465

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



ISSUED BY

Purchasing Department, Chicago Transit Authority  
567 W. Lake Street, Chicago IL 60661-1465  
Ellen McCormack, Vice President, Purchasing  
Forrest Claypool, President  
Terry Peterson, Chairman

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

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

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

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

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

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

- **TO BE EXECUTED BY A CORPORATION**

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

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

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

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

- **TO BE EXECUTED BY SOLE PROPRIETOR**

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

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

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

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

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

## **CONTRACT FOR SUPPLIES 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 60661-1465. 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.

## **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 – 2<sup>nd</sup> 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.

**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.

## 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.

**SPECIAL CONDITIONS**  
**SMALL BUSINESS PROGRAM (SBE)**  
**INVITATION FOR BIDS**  
**REQUISITION NUMBER: B12OP04138R**

**I. POLICY AND TERMS**

- A. The policy of the Chicago Transit Authority (CTA) is to facilitate competition by small businesses as prime contractors or subcontractors on CTA contracts. The CTA Small Business Program is part of its Disadvantaged Business Enterprise (DBE) Program as set forth in United States Department of Transportation (USDOT) Regulations, 49 C.F.R. Part 26.
- B. CTA has designated this contract for inclusion in its Small Business Program. The Bidder must submit a copy of the small business certification of any small businesses proposed to participate on this contract as a Bidder or subcontractor at the time of submission of the Bid.
- C. CTA prohibits agreements between a Bidder and a small business in which the small business promises not to provide subcontracting quotations to other Bidders.

**II. DEFINITIONS**

- A. **"Bid"** includes the following CTA purchasing requests: Invitation for Bids (IFB), Request for Proposals (RFP) and Letters of Interest and Qualifications (LIQ) and may be used interchangeably with "Proposal."
- B. **"Bidder"** includes bidders, proposers, consultants and contractors. These terms may be used interchangeably in these Special Conditions.
- C. **"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 small businesses in contract work. A joint venture seeking to be credited for small business participation on a CTA contract may be formed among small businesses enterprises or between a small business enterprise and a company that is not a small business.
- D. **"Personal Net Worth"** means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's net worth does not include the individual's ownership interest in an applicant or participating small business concern or the individual's equity in his or her primary residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.
- E. **"Purchasing Agent"** means the CTA employee who holds the position of Vice President, Purchasing, or the successor position.
- F. **"SBA"** refers to the U.S. Small Business Administration
- G. **"Small Business Concern"** means a small business as defined in 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 individual or individuals that has exceeded annual average gross receipts and/or number of employees limitations on small businesses under the Small Business Act over the three (3) previous fiscal years

- H. "USDOT" or "DOT" refers to the U.S. Department of Transportation.

### III. SMALL BUSINESS PROGRAM

- A. Each year the CTA will make an assessment of those contracts which will be included in its Small Business Program. Two types of contracts are anticipated to be included: (1) certain contracts under \$100,000 in value and (2) certain larger construction contracts. However, CTA may include different or additional types of contracts in the Small Business Program as it determines are appropriate. CTA's selection of the types of contracts and/or the specific contracts to be included in the Small Business Program is final.
- B. The selected contracts valued under \$100,000 in the Small Business Program will be set aside for small businesses to bid on as prime contractors. Only certified small businesses that meet the eligibility requirements of Section IV hereof will be eligible to bid on these contracts.
- C. The selected larger construction contracts in the Small Business Program will require that the Bidders identify in their Bid documents portions of the work on the contract that will be subcontracted to small businesses. Only certified small businesses that meet the eligibility requirements of Section IV hereof will be eligible to participate on these contracts as small business subcontractors.

### IV. ELIGIBILITY FOR SMALL BUSINESS PROGRAM

- A. In order to be considered to be a small business eligible to participate in the CTA Small Business Program and therefore for work as a small business on this contract, the following requirements must be met:
1. The company must meet the size standards for small businesses, as revised, by the Small Business Administration (SBA) for the industry in which it works.
  2. The company must be certified as an SBE through one of the following:
    - CTA SBE Program
    - Illinois Unified Certification Program (IL UCP) or
    - A public agency or other entity that certifies firms as small business concerns

#### **Self-Certification is not permitted**

3. The personal net worth of the owner(s) of the company cannot exceed \$1.32 million, as revised in 49 CFR 26.67 from time to time.

*From time to time, the General Manager, Diversity may add additional certifying agencies whose small business certifications CTA will accept to this subsection IV.B.*

- B. CTA will verify that businesses participating in the Small Business Program are actually small businesses. The small business concern must provide all documentation evidencing the fact that it is a certified small business upon request. Failure to cooperate with CTA in its verification process will be cause for a business to be removed from or found unqualified to participate in the Small Business Program.
- C. The small business concern must submit a copy of its small business certification with its Bid and/or provide a copy of the certification for the prime contractor to submit with its Bid. A small business that does not submit its small business certification at the time of Bid submittal is not eligible to participate as a small business on the CTA contract.

## V. CTA CERTIFICATION

- A. Small Businesses that are not currently DBE or 8(a) certified can apply for Small Business Enterprise (SBE) certification directly with CTA, using the application attached hereto as Exhibit A. CTA must certify the company as a SBE prior to contract award for the company to be eligible for contract award.
- B. Companies that are currently DBE certified by the Illinois Unified Certification Program (ILUCP) or that are certified through the SBA 8(a) program automatically qualify to participate in CTA's Small business program. Any such company must submit its current DBE or 8(a) certification letter and the signed SBE acknowledgment form, attached hereto as Exhibit B, stating that it wishes to be considered an SBE firm for purposes of participating in CTA's Small Business Program prior to or at the time of submitting its first bid. Those companies properly submitting these documents/forms will receive a small business certification letter from CTA which it may submit with future bids.

## VI. PROCEDURE TO DETERMINE BID COMPLIANCE

- A. **Schedules:** Schedules B, C and D are attached.
  - 1. If the Bidder is a Joint Venture, the Bidder as well as the Joint Venture partner **MUST** complete and sign Schedule B.
  - 2. A SBE Subcontractor of any tier, SBE Joint Venture partner and/or the Bidder if it is a SBE **MUST** complete and sign Schedule C.
  - 3. The Bidder **MUST** complete and sign Schedule D.
  - 4. All completed 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 SBE goal must be submitted with the bid. Any bids submitted without completed and executed Schedules as indicated above and/or evidence of good faith efforts will be deemed non-responsive and rejected by CTA.
- B. **Letters of Certification:** A copy of each proposed small business concern's current Letter of Certification or Re-certification as a small business must be submitted with the Bid.

**C. Joint Ventures**

1. Where the Bidder proposes to include in its Bid a small business concern that 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 small business will be responsible for a clearly defined portion of the work to be performed, and that the small business concern'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:
  - a) contributions of capital and equipment;
  - b) work items to be performed by the small business concern's own forces;
  - c) work items to be performed under the supervision of the small business concern;
  - d) the management, supervisory and operating personnel to be dedicated to the performance of the project; and
  - e) 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 CTA to be non-responsible.
3. The General Manager, Diversity, will evaluate the joint venture agreement submitted on behalf of the proposed joint venture and all related documents to determine whether the small business requirements of these Special Conditions have been satisfied. Whenever a joint venture is proposed as the prime Contractor, CTA requires that each joint-venturer sign the Bid submitted to CTA.

**VII. 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 any small business subcontractor, execute written subcontracts or purchase orders with those subcontractors included in its Bid. All contracts between the Bidder and its subcontractors must contain a prompt payment clause as set forth in Section VII herein. These written agreements shall be made available to the General Manager, Diversity, upon request. In the event the Bidder cannot complete the agreement with one or more subcontractors within this seven (7) 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, Diversity.
- 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, Diversity, is:  
**CTA General Manager, Diversity Programs Department**  
**567 W. Lake Street; 4<sup>th</sup> Floor, Chicago, IL 60661-1465**

## **VIII. 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 CTA. 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 CTA.
- 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 CTA Vice President, 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 Vice President, 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), 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 CTA) which identifies each subcontractor (both small business concerns and non-small business concerns) 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 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.

## **IX. 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 small business concerns 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 Diversity Department, determines that a critical subcontractor is non-responsible, CTA may require that Bidder replace the non-responsible subcontractor prior to contract award. In that event the non-responsible subcontractor is a small business concern, the Bidder must replace it with a responsible subcontractor who is a small business concern; must submit all information required in subsection C. hereof; and must receive the prior written approval of the General Manager, Diversity for such substitution.

- B. After entering into each approved subcontract with a small business concern, the Contractor shall neither terminate the subcontract for convenience, reduce the scope of the work to be performed by the small business concern or decrease the price to the small business concern without receiving prior written approval of the General Manager, Diversity. Such approval is required even if the small business concern agrees with the change to its subcontract 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, Diversity 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 small business concern's subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete that subcontractor's portion of work.
  - 2. The following is a non-exclusive list of the types of reasons which do not justify substitution: business concern was found unable to perform or unable to perform on time; its work product was not acceptable; or the small business demanded 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 small business concern were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the small business concern has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of its work).
  - 4. 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. All affidavits and documents required by **Schedule C** must be attached.
  - 5. CTA will evaluate the submitted documentation and respond within fifteen (15) calendar days to the request for approval of a substitution. CTA's response may approve the request, seek more information request an interview to clarify the problem or reject the proposed substitution, with the reasons for the rejection stated in CTA's response. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, CTA will respond as soon as practicable.
  - 6. Actual substitution by the Contractor may not be made prior to CTA's approval. Once notified of CTA's approval, the substitute subcontract must be executed within five (5) calendar days, and a copy submitted to the General Manager, Diversity.
- D. CTA 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 small business requirements of the contract.

## IX. NON-COMPLIANCE

- A. Failure to comply with the small business requirements of the contract or failure to use small business concerns as stated in the Bid constitutes a material breach of contract. The General Manager, Diversity, shall have the discretion to recommend to CTA'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 small business 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 CTA.
- B. The failure by the Contractor to use a small business subcontractor to the extent the Contractor committed to use said small business concern, may give the underutilized subcontractor contract remedies under Illinois law and/or the subcontract.
- 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 one-half (1 ½) times the amount of the contract. 720 ILCS 5/17-29.
  - 2. Federal Law. False, fraudulent, or deceitful statements made in connection with participation in USDOT-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 in Illinois on the outstanding balance, for each month, prorated 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 and its subcontractors of any tier 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 CTA deems appropriate. The Contractor agrees to include this assurance in all subcontracts.

## X. RECORD KEEPING

The Contractor shall maintain records of all relevant data with respect to the utilization of small business concerns 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 CTA and its federal and/or state funding agencies, the U.S. Department of Justice, the USDOT and any duly authorized representatives thereof.

## XII. CTA CONTACT INFORMATION

Chicago Transit Authority  
Ellen McCormack  
**Vice President**  
Purchasing Department  
567 W. Lake Street  
Chicago, IL 60661-1465  
Phone: (312) 681-2400  
Fax: (312) 681-2405  
E-mail: [emccormack@transitchicago.com](mailto:emccormack@transitchicago.com)

Chicago Transit Authority  
Omar A. Brown  
**General Manager**  
Diversity Programs Department  
567 W. Lake Street  
Chicago, IL 60661-1465  
Phone: (312) 681-2600  
Fax: (312) 681-2695  
E-mail: [OBrown@transitchicago.com](mailto:OBrown@transitchicago.com)

# Exhibit A

## CTA SBE Certification Application



**CTA SMALL BUSINESS ENTERPRISE (SBE)****CERTIFICATION APPLICATION & SUPPORTING DOCUMENTS CHECK LIST**

In order to complete your application for SBE status, you must attach copies of all of the following documentation as they apply to you and the applicant firm.

**ALL APPLICANTS**

- ☐ Are you currently certified as a Disadvantaged Business Enterprise (DBE)? If so, you automatically qualify as a SBE. **STOP HERE AND SIMPLY UPDATE YOUR VENDOR PROFILE AT [HTTP://CTAVENDOR.COM](http://CTAVENDOR.COM)**
- ☐ Work experience resumes (include places of ownership/employment with corresponding dates), for all owners and officers of the firm
- ☐ Personal Net Worth (PNW) Statement (form included with this application)
- ☐ Federal Personal tax returns (including all schedules) for the past three years, for each owner claiming disadvantaged status
- ☐ The firm's Federal tax returns (gross receipts), including all related schedules, for the past three years
- ☐ Year-end balance sheets and income statements for the past three years (or life of firm, if less than three years); a new business must provide a current balance sheet
- ☐ All relevant licenses, license renewal forms, permits, and haul authority forms
- ☐ Bank authorization and signatory cards
- ☐ Schedule of salaries (or other compensation or remuneration) paid to all officers, managers, owners, and/or directors of the firm
- ☐ Submit proof of citizenship/legal permanent resident status if born outside U.S.A. (Alien registration number or Green Card.) U.S. Citizens should submit a Birth Certificate, Voter's Registration card or Armed Services Discharge papers (DD214).

**Sole Proprietor**

- ☐ Assumed Name Registration (*signed by the state official*)

**Partnership or Joint Venture**

- ☐ Original and any amended Partnership or Joint Venture Agreements

**Corporation**

- ☐ Official Articles of Incorporation (*signed by the state official*)
- ☐ Corporate by-laws and any amendments
- ☐ Corporate bank resolution and bank signature cards

**LLC**

- ☐ Official Certificate of Formation
- ☐ Operating Agreement with any amendments

**Trucking Firms**

- ☐ Documented proof of ownership for each truck owned or operated by the firm
- ☐ Insurance agreements for each truck owned or operated by your firm
- ☐ Title(s) and registration certificate(s) for each truck owned or operated by your firm
- ☐ List of U.S. DOT numbers for each truck owned or operated by your firm

**Regular Dealers**

- ☐ Proof of warehouse ownership or lease
- ☐ List of product lines carried
- ☐ List of distribution equipment owned and/or leased

# GENERAL INFORMATION

CTA SMALL BUSINESS ENTERPRISE (SBE)

If a question does not apply, write "N/A"

Is the firm "for profit"? <input type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> STOP! If the firm is NOT for-profit, then you do NOT qualify for this program and do NOT need to fill out this application.
Is the firm currently certified for either of the following programs? <input type="checkbox"/> 8(a) <input type="checkbox"/> SDB (If Yes, check appropriate box(es).)	

## A. Contact Information

(1) Contact Person and Title:		(2) Legal Name of Firm:	
(3) Phone #:	(4) Other Phone #:	(5) Fax #:	
(6) E-mail:		(7) Website:	
(8) Street address of firm (No P.O. Box):	City:	County/Parish:	State: Zip:
(9) Mailing address of firm (if different):	City:	County/Parish:	State: Zip:

## B. Prior/Other Applications and Privileges

Has the firm (under any name) or any of its owners, Board of Directors, officers or management personnel, ever withdrawn an application for any program, or ever been denied certification, decertified, debarred, suspended, or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity?
<input type="checkbox"/> Yes, on ____/____/____ <input type="checkbox"/> No
If Yes, identify State and name of state, local, or Federal agency and explain the nature of the action:

## C. Business Profile

(1) Describe the primary activities of the firm including NAICS codes:	(2) Federal Tax ID No.:
(3) This firm was established on ____/____/____	(4) I/We have owned this firm since: ____/____/____
(5) Method of acquisition (check all that apply):	
<input type="checkbox"/> Started new business <input type="checkbox"/> Bought existing business <input type="checkbox"/> Inherited business <input type="checkbox"/> Secured concession	
<input type="checkbox"/> Merger or consolidation <input type="checkbox"/> Other (explain): _____	
(6) Type of firm (check all that apply):	
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	
<input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Other, Describe: _____	
(7) Number of employees: Full-time _____ Part-time _____ Total _____	
(8) Specify the gross receipts of the firm for the last 3 years:	
Year: _____ Total receipts: \$ _____	
Year: _____ Total receipts \$ _____	
Year: _____ Total receipts \$ _____	

# GENERAL INFORMATION CTA SMALL BUSINESS ENTERPRISE (SBE) continued

## D. Relationships with Other Businesses

(1) Is the firm co-located at any of its business locations, or does it share a telephone number, P.O. Box, office space, yard, warehouse, facilities, equipment, or office staff, with any other business, organization, or entity?

☐ Yes ☐ No

If Yes, identify: Other Firm's Name: \_\_\_\_\_

Explain nature of shared facilities:

(2) At present, or at any time in the past, has the firm:

(a) been a subsidiary of any other firm? ☐ Yes ☐ No

(b) consisted of a partnership in which one or more of the partners are other firms? ☐ Yes ☐ No

(c) owned any percentage of any other firm? ☐ Yes ☐ No

(d) had any subsidiaries? ☐ Yes ☐ No

(3) Has any other firm had an ownership interest in the firm at present or any time in the past? ☐ Yes ☐ No

(4) If you answered "Yes" to any of the question in (2) (a) – (d) and/or (3), identify the following for each:

Name	Address	Type of business
1.		
2.		
3.		
4.		
5.		

## OWNERSHIP

CTA SMALL BUSINESS ENTERPRISE (SBE)

Identify all individuals or holding companies with any ownership interest in the firm, providing the information requested below: *(If more than one owner, attach separate sheets for additional owners.)*

**Owner:**

(1) Name:	(2) Title:	(3) Home Phone #:
4) Home Address ( <i>street and number</i> ): City: State: Zip:		
(5) Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female		(6) U.S. Citizen: <input type="checkbox"/> Yes <input type="checkbox"/> No
(7) Ethnic group membership ( <i>Check all that apply</i> ):  <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Asian Pacific  <input type="checkbox"/> Subcontinent Asian <input type="checkbox"/> Other (specify) _____		
(8) Lawfully Admitted Permanent Resident: <input type="checkbox"/> Yes <input type="checkbox"/> No	(11) Initial investment to acquire ownership interest in firm: Type                                  Dollar Value  Cash                                 \$ _____  Real Estate                         \$ _____  Equipment                          \$ _____  Other                                 \$ _____	
(9) Number of years as owner:		
(10) Percentage Owned:		
(12) Shares of Stock: <u>Number</u> <u>Percentage</u> <u>Class</u> <u>Date Acquired</u> <u>Method Acquired</u>		
(13) Does this owner perform a management or supervisory function for any other business? <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, identify:    Name of Business: _____  Function/Title: _____		
(14) Does this owner own or work for any other firm(s) that has a relationship with this firm ( <i>e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.</i> )? <input type="checkbox"/> Yes <input type="checkbox"/> No  If Yes, identify: Name of Business: _____ Function/Title: _____ Nature of Business Relationship: _____ _____ _____		

## CONTROL

**A. Identify the firm's Officers & Board of Directors** CFR SMALL BUSINESS ENTERPRISE (SBE)  
(If additional space is required, attach a separate sheet):

	Name	Title	Date Appointed
(1) Officers of the Company	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
(2) Board of Directors	(a)		
	(b)		
	(c)		
	(d)		
	(e)		

**B. Identify the firm's management personnel who control the firm in the following areas**

*(If more than two individuals attach a separate sheet):*

	Name	Title
(1) Financial Decisions <i>(responsible for acquisition of lines of Credit, surety bonding, supplies, etc.)</i>	(a)	
	(b)	
(2) Estimating and bidding	(a)	
	(b)	
(3) Negotiating and Contract Execution	(a)	
	(b)	
(4) Hiring/firing of management personnel	(a)	
	(b)	
(5) Field/Production Operations Supervisor	(a)	
	(b)	
(6) Office management	(a)	
	(b)	
(7) Marketing/Sales	(a)	
	(b)	
(8) Purchasing of major equipment	(a)	
	(b)	
(9) Authorized to Sign Company Checks (for any purpose)	(a)	
	(b)	
(10) Authorized to make financial Transactions	(a)	
	(b)	

Do any of the persons listed in (A1) through (B10) above perform a management or supervisory function for any other business?  
☐ Yes ☐ No  
 If Yes, identify for each: Person: \_\_\_\_\_ Title: \_\_\_\_\_  
 Business: \_\_\_\_\_ Function: \_\_\_\_\_

Do any of the persons listed in (A1) through (B10) above own or work for any other firm(s) that has a relationship with this firm (e.g. ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)?  
☐ Yes ☐ No  
 If Yes, identify for each: Firm Name: \_\_\_\_\_ Person: \_\_\_\_\_  
 Nature of Business Relationship: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## CONTROL continued

CTA SMALL BUSINESS ENTERPRISE (SBE)

C. Does the firm rely on any other firm for management functions or employee payroll? ☐ Yes ☐ No

If Yes, Explain:

### D. Financial Information

(1) Banking Information:

(a) Name of Bank: \_\_\_\_\_ (b) Phone No. (     ) \_\_\_\_\_

(c) Address of bank: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(2) Bonding Information: If you have bonding capacity, identify:

(a) Binder No: \_\_\_\_\_

(b) Name of agent/broker: \_\_\_\_\_ (c) Phone No.: (     ) \_\_\_\_\_

(d) Address of agent/broker: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

(e) Bonding limits: Aggregate limit \$ \_\_\_\_\_ Project limit \$ \_\_\_\_\_

### E. List current licenses/permits held by any owner and/or employee of the firm:

(e.g. contractor, engineer, architect, etc.) (Attach additional sheets if needed)

Name of License/Permit Holder	Type of License/Permit	Expiration Date	License Number and State
1.			
2.			
3.			

### F. List three active jobs on which the firm is currently working:

Name of Prime Contractor and Project Number	Location of Project (City, State)	Type of Work	Project Start Date	Anticipated Completion Date	Dollar Value of Contract
1.					
2.					
3.					

**PERSONAL NET WORTH (PNW) STATEMENT**

AS OF \_\_\_\_\_

Complete one of these statements for each individual upon whose ownership and control the firm is relying for SBE status.

**If a question does not apply, write "N/A".**

Name:		Business Phone:	
Residence Address:		Residence Phone:	
City, State, Zip Code:			
Business Name of Applicant:			

ASSETS <span style="float: right;">(omit cents)</span>		LIABILITIES <span style="float: right;">(omit cents)</span>	
Cash on hand & in banks	\$	Accounts payable	\$
Savings accounts	\$	Notes payable to banks & others (complete section 2)	\$
IRA or other retirement account	\$	Installment account (auto)	\$
Accounts & notes receivable	\$	Mo. Payments \$	
Life Insurance – Cash Surrender Value Only (complete section 8)	\$	Installment account (other)	\$
		Mo. Payments \$	
Stock & Bonds (complete section 3)	\$	Loan on life insurance	\$
Real Estate (complete section 4)	\$	Mortgages on real estate (complete section 4)	\$
Automobile – present value	\$	Unpaid taxes (complete section 6)	\$
Other personal property (complete section 5)	\$	Other liabilities (complete section 7)	\$
Other assets (complete section 5)	\$		
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>

<b>NET WORTH \$</b>	
(total assets minus total liabilities)	

<b>Section 1 – Source of Income</b>		<b>Contingent Liabilities</b>	
Salary	\$	As Endorser or Co-maker	\$
Net Investment Income	\$	Legal claims & judgments	\$
Real Estate Income	\$	Provision for Federal Income Tax	\$
Other income (describe below)*	\$	Other special debt	\$
Description of other income in Section 1			

\*Alimony of child support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.

**Section 2 – Notes payable to banks & others (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)**

Name & Address of Noteholder(s)	Original Balance	Current Balance	Payment Amount	Frequency (Monthly, etc.)	How secured or endorsed Type of collateral

**PERSONAL NET WORTH (PNW) STATEMENT continued**

<b>Section 3 – Stocks &amp; Bonds</b> (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)					
Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

<b>Section 4 – Real Estate Owned</b> (Personal Residence must be included.) (List each parcel separately. Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)			
	Property A	Property B	Property C
Type of property			
Address			
Date purchased			
Original cost			
Present market value			
Name & address of Mortgage holder			
Mortgage account number			
Mortgage balance			
Amount of payment per Month/year			
Status of mortgage			

<b>Section 5 – Other personal property and other assets</b> (Describe, and if any is pledged as security, state name & address of lien holder, amount of lien, terms of payment & if delinquent, describe delinquency.)

<b>Section 6 – Unpaid taxes</b> (Describe in detail, as to type, to whom payable, when due, amount and to what property, if any, a tax lien attached.)

<b>Section 7 – Other liabilities</b> (Describe in detail.)

<b>Section 8 – Life insurance held</b> (Give face amount & cash surrender value of policies – name of insurance company & beneficiaries.)

Signature \_\_\_\_\_

Date \_\_\_\_\_



CTA SMALL BUSINESS ENTERPRISE (SBE)  
**AFFIDAVIT OF CERTIFICATION**

*This form must be signed and notarized for each owner upon which disadvantaged status is relied*

**A MATERIAL OR FLASE STATEMENT OR OMISSION MADE IN CONNECTION WITH THIS APPLICATION IS SUFFICIENT CAUSE FOR DENIAL OF SBE STATUS, REVOCATION OF A PRIOR APPROVAL, INITIATION OF SUSPENSION OR DEBARMENT PROCEEDINGS, AND MAY SUBJECT THE PERSON AND/OR ENTITY MAKING THE FALSE STATEMENT TO ANY AND ALL CIVIL AND CRIMINAL PENALTIES AVAILABLE PURSUANT TO APPLICABLE FEDERAL AND STATE LAW.**

I \_\_\_\_\_ (full name printed), swear or affirm under penalty of law that I

am \_\_\_\_\_ (title) of applicant firm \_\_\_\_\_ (firm name) and that I have read and understood all of the questions in this application and that all of the foregoing information and statements submitted in this application and its attachments and supporting documents are true and correct to the best of my knowledge, and that all responses to the questions are full and complete, omitting no material information. The responses include all material information necessary to fully and accurately identify and explain the operations, capabilities and pertinent history of the named firm as well as the ownership, control, and affiliations thereof.

I recognize that the information submitted in this application is for the purpose of inducing SBE status approval by a government agency. I understand that a government agency may, by means it deems appropriate, determine the accuracy and truth of the statements in the application, and I authorize such agency to contact any entity named in the application, and the named firm's bonding companies, banking institutions, credit agencies, contractors, clients, and other certifying agencies for the purpose of verifying the information supplied and determining the named firm's eligibility.

I agree to submit to government audit, examination and review of books, records, documents and files, in whatever form they exist, of the named firm and its affiliates, inspection of its place(s) of business and equipment, and to permit interviews of its principals, agents, and employees. I understand that refusal to permit such inquiries shall be grounds for denial of SBE status.

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor, if any, and the Department, recipient agency, or federal funding agency on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I agree to provide written notice to CTA's Office of Business Diversity and Civil Rights of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.).

I acknowledge and agree that any misrepresentations in this application or in records pertaining to a contract or subcontract will be grounds for terminating any contract or subcontract which may be awarded; denial or revocation of SBE status; suspension and debarment; and for initiating action under federal and/or state law concerning false statement, fraud or other applicable offenses.

I certify that my personal net worth does not exceed \$1.32 Million, and that I am economically disadvantaged because my ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not economically disadvantaged.

I declare under penalty of perjury that the information provided in this application and supporting documents is true and correct.

Signature \_\_\_\_\_  
(SBE Applicant)

**NOTARY CERTIFICATE**

Date \_\_\_\_\_

# Exhibit B

## CTA SBE Acknowledgement Form



## CTA SMALL BUSINESS ENTERPRISES (SBE) SMALL BUSINESS PROGRAM ACKNOWLEDGEMENT FORM

Dear DBE or SBA 8(a) Vendor,

As a current DBE or SBA 8(a) certified firm, your firm has already met the Small Business Enterprise (SBE) requirements and therefore is automatically qualified to register as a Small Business and participate in CTA's Small Business program. However, CTA must obtain your consent before we can update your vendor status as an SBE.

Please be advised that your DBE or SBA 8(a) status will not be affected by opting to include the SBE designation as part of your vendor profile. Each designation will simply allow your firm to participate and be counted toward participation goals of each program. However, one key difference of the Small Business program is that certified SBE firms will now be given the opportunity to bid as prime contractors on select contracts.

Lastly, you should know that the Small Business program is currently in a pilot phase and in a continued-development state. Therefore, additional details of the program, such as potential contracting opportunities, are yet to be determined. Please rest assured that as new details unfold, CTA will promptly distribute the information.

To opt in, please fill out this form completely.

Sincerely,

Nelson Robles  
CTA Manager, DBE Certification

Printed Name of Business Owner \_\_\_\_\_

Printed Name of Company/Business \_\_\_\_\_  
(as it appears on your CTA vendor profile)

☐ ***Yes I would like to update my vendor profile to include the SBE designation***

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## AFFIDAVIT OF SBE/NON-SBE JOINT VENTURE

*This Schedule B need not be submitted if all joint venturers are SBEs. In such a case, however, the written joint venture agreement and a copy of the current Letter of Certification for each SBE 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-SBE venturer(s):**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact person for matters concerning SBE compliance: \_\_\_\_\_

**III. Identify each SBE venturer(s):**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact person for matters concerning SBE compliance: \_\_\_\_\_

**IV. Describe the role(s) of the SBE venturer(s) in the joint venture:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**V. Attach a copy of the joint venture agreement.** In order to demonstrate the SBE 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 SBE's own forces, (3) work items to be performed under the supervision of the SBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the SBE to be dedicated to the performance of the project.

**VI. Attach a copy of the current Letter of Certification for each SBE Joint Venturer.**

**VII. Ownership of the Joint Venture:**

A. What is the percentage(s) of SBE ownership in the joint venture?

SBE ownership percentage(s): \_\_\_\_\_

Non-SBE ownership percentage(s): \_\_\_\_\_



## AFFIDAVIT OF SBE/NON-SBE JOINT VENTURE

### VII. Ownership of the Joint Venture *(continued)*:

B. Specify SBE/non-SBE 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:

---

---

---

---



## AFFIDAVIT OF SBE/NON-SBE JOINT VENTURE

---

### VIII. Control of and Participation in the Joint Venture *(continued)*

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?

---

---



CTA SMALL BUSINESS ENTERPRISE (SBE)

- 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, SBE firm, or the joint venture.

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

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

- A. Are any proposed Joint Venture employees currently employed by either venturer? \_\_\_\_\_  
Employed by non-SBE (number): \_\_\_\_\_ Employed by SBE: \_\_\_\_\_
- 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**AFFIDAVIT OF SBE/NON-SBE 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 or any of its funding agencies.

Any misrepresentation regarding the status of a person or an entity in order to qualify for SBE 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, Diversity Department directly in writing or through the prime contractor if the joint venture is a subcontractor.*

---

(Signature of Owner, President, or Authorized Agent of SBE)

---

(Name of SBE Firm)

---

(Printed Name of Owner, President, or Authorized Agent of SBE)

---

(Printed Title)

---

Date

---

Phone

---

(Signature of Owner, President, or Authorized Agent of non-SBE)

---

(Name of non-SBE Firm)

---

(Printed Name of Owner, President, or Authorized Agent of non-SBE)

---

(Printed Title)

---

Date

---

Phone

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed

Officers of (Name of non-SBE firm) \_\_\_\_\_ and

(Name of SBE firm) \_\_\_\_\_

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.

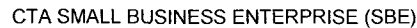
OFFICIAL NOTARY SEAL:

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Signature of Notary Public

My Commission Expires: \_\_\_\_\_





03/15/13



*Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.*

**LETTER OF INTENT FROM SBE (continued) / REQUISITION / JOB NO.:** \_\_\_\_\_

**Sub-Contracting Levels**

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

% \_\_\_\_\_ of the dollar amount of the SBE's subcontract will be sublet to non-SBE contractors.

% \_\_\_\_\_ of the dollar amount of the SBE's subcontract will be sublet to SBE contractors.

**NOTICE:** If ANY dollar amount of the SBEs 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 SBE 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 (7) seven calendar days of your receipt of a signed contract from the Chicago Transit Authority or prior to any work being performed by the SBE subcontractor.

\_\_\_\_\_  
(Signature of Owner, President, or Authorized Agent of SBE)

\_\_\_\_\_  
(Name of SBE Firm)

\_\_\_\_\_  
(Printed Name of Owner, President, or Authorized Agent of SBE)

\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

***If proposing to perform as a SBE/non-SBE Joint Venture:***

\_\_\_\_\_  
(Signature of Owner, President, or Authorized Agent of non-SBE)

\_\_\_\_\_  
(Name of non-SBE Firm)

\_\_\_\_\_  
(Printed Name of Owner, President, or Authorized Agent of non-SBE)

\_\_\_\_\_  
(Printed Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone



LETTER OF INTENT FROM SBE (continued) / REQUISITION / JOB NO.: \_\_\_\_\_

*Bidder's or Proposer's failure to submit all 3 pages of this Schedule C with its bid will result in the bid being rejected in its entirety.*

**THIS FORM MUST BE SIGNED AND NOTARIZED**

## SBE AFFIDAVIT

If awarded a contract or subcontract, I agree to promptly and directly provide the prime contractor and the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.

I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me 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 CTA deems appropriate.

\_\_\_\_\_  
(Signature of Owner, President, or Authorized Agent of SBE)

\_\_\_\_\_  
(Printed Name of Owner, President, or Authorized Agent of SBE)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed Officer of

(Name of SBE firm) \_\_\_\_\_

personally known to me as the person(s) 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

**OFFICIAL NOTARY SEAL:**

My Commission Expires: \_\_\_\_\_



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

**SBE UTILIZATION PLAN**

NAME OF PROJECT / CONTRACT: \_\_\_\_\_

REQUISITION NO.: \_\_\_\_\_

JOB ORDER NO.: \_\_\_\_\_

TOTAL CONTRACT VALUE: \_\_\_\_\_

STATE OF: \_\_\_\_\_

COUNTY (CITY) OF: \_\_\_\_\_

*In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
(Title of Affiant)*

*and duly authorized representative of \_\_\_\_\_  
(Name of Prime Contractor)*

*and that I have personally reviewed the material and facts set forth in and submitted with the attached Small Business Enterprises (SBE) Schedules for each SBE. Listed below is/are the agreements(s) that correspond(s) with the Schedule C submitted by each SBE and listed separately for each SBE participating on the above mentioned contract (attached additional pages if necessary):*

SBE FIRM(S)	DESCRIPTION OF WORK FOR ENTIRE CONTRACT TERM— Please describe in DETAIL what TYPE of WORK the SBEs will be performing on this contract for its entire length:	TOTAL DOLLAR AMOUNT OF EACH SBE CONTRACT
		TOTAL \$\$ for ALL SBE:

*The Prime Contractor designates the following person as their SBE Liaison Officer:*

\_\_\_\_\_  
(Printed Name of SBE Liaison Officer) (Phone)

(Email)

**PRIME CONTRACTOR AFFIDAVIT**  
**THIS FORM MUST BE SIGNED AND NOTARIZED****SBE UTILIZATION PLAN / REQUISITION / JOB NO.:** \_\_\_\_\_**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 SBE 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 a formal agreement with all listed SBE firms for work as indicated by this Schedule D and accompanying Schedule C's, and will enter into such agreements within (7) seven calendar days after receipt of the contract executed by the Chicago Transit Authority or prior to any work being performed by the SBE subcontractor(s). In the event the Prime contractor cannot meet said seven (7) day schedule, it must provide a written explanation for the delay and an estimate date by which the written agreement will be completed.*

*If awarded a contract, I agree to promptly and directly provide the CTA on an ongoing basis, current, complete and accurate information regarding (1) work performed on the project; (2) payments; and (3) proposed changes, if any, to the foregoing arrangements.*

*Further, I shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. I shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by me 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 CTA deems appropriate.*

\_\_\_\_\_  
(Name of Prime Contractor Firm)\_\_\_\_\_  
(Printed Name of Owner, President, or Authorized Agent of Prime Contractor)\_\_\_\_\_  
(Date)\_\_\_\_\_  
(Signature of Owner, President, or Authorized Agent of Prime Contractor)

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above-signed Officer of

(Name of Affiant) \_\_\_\_\_

personally known to me as the person(s) 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.****OFFICIAL NOTARY SEAL:**\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

## **BID PROTEST PROCEDURES**

### **SECTION I – AUTHORITY BID PROTEST PROCEDURE**

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

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

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

**B. Definitions for purposes of this section -**

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

**C. Submission of Protest**

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

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

**Protest should be submitted to:**

**General Manager Purchasing  
Chicago Transit Authority  
567 W. Lake Street  
Chicago, IL 60661-1465**

**D. Types of Protests and Timing**

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

**1. Protest regarding solicitation**

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

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

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

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

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

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

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

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

## **E. Authority Response**

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

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

#### **a. Protest regarding solicitation**

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

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

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

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

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

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

## **2. Decisions by Authority**

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

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

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

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

## **SECTION II – FTA BID PROTEST PROCEDURE**

Reviews of protests by FTA will be limited to claims that the CTA failed to have or follow protest procedures, or claims that CTA failed to review a complaint or protest. A protestor must exhaust all administrative remedies with the CTA before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation.

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



## **SPECIAL CONDITIONS**

### **REQUISTION NO. B12OP04138R SPECIFICATION NO. CTA 0281-11**

#### **PERFORMANCE BOND/PAYMENT BOND/INSURANCE**

N/A

#### **PROPOSAL PAGE PREPARATION**

The bidder shall state on the Proposal, the names of the manufacturer whose product is proposed, the manufacturer's part number, unit price, terms of payment and whether pricing is firm or subject to escalation. The bidder shall submit with proposal literature as may be required to clarify the bid. Bid price shall include all applicable charges including the delivered price.

#### **SPECIFICATION INTERPRETATION**

The specification is intended to be descriptive but not restrictive. It is solely for the purpose of the establishment of the type and quality of the material which will meet the approval of the Chicago Transit Authority (CTA). Whenever brand, manufacturer, and product names are indicated in the specification and/or proposal pages they are included only for the purpose of the establishment of identification and a general description of the item. Whenever such names appear, the term "or approved equal" is considered to follow.

Any proposed alternate from the referenced product specification must be documented by the bidder as to its compatibility and performance as being "equal to" the referenced item. The CTA retains exclusive right to determine acceptability of alternate proposals.

#### **DELIVERY: RELEASE NOTICE**

Periodic Release Notices will be issued against the Contract which will be the Contractor's authority to ship. The Contractor is not to ship material without first receiving a release from the CTA. CTA's primary method for the issuance of releases will be via e-mail. No paper release(s) will be generated. The Contractor is to provide a dedicated e-mail address on proposal page P-1, for receipt of the release(s). The Contractor is to confirm receipt of release(s) to [PurchasingDepartment@transitchicago.com](mailto:PurchasingDepartment@transitchicago.com). The Contractor is to deliver the items within the time stated on the release.

#### **DURATION OF CONTRACT**

This contract shall become effective on the date of execution and will continue to be in effect for a period of up to a twelve (12) month contract if such a contract.

#### BASIS OF AWARD

Bids will be evaluated based on the Total Lump Sum Price of the material listed will be evaluated based on the on the Price Proposal page(s). Bids will be evaluated based on Unit Pricing over the contract term for twelve (12). CTA desires both the lowest possible Unit Pricing.

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

#### DELIVERY

Delivery shall be made to the location designated on each individual release. Deliveries are to be on weekdays between the hours of 7:00AM and 3:30PM (no holidays). Delivery shall be made within 7 days after receipt of a purchase order release.

#### PACKAGING AND MARKING

The supplies shall be packaged in accordance with industry standards. All supplies shall be marked with the manufacturer's name, the trade name of the item, the quantity contained therein and with CTA's contract and release numbers.

#### WARRANTY

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

#### WARRANTY CLAIMS

In the event that a vendor fails to pay approved or partially approved warranty claims within 60 days of submission, the Authority shall send the vendor written notice seeking immediate payment of the outstanding claims. If the vendor fails to pay the outstanding claims within 5 days of vendor's receipt of the written notice, the Purchasing Department shall issue a notice to cure letter providing the

vendor with 10 days to cure the default. If the vendor fails to cure the default, the Authority may, at its discretion, deduct the Authority's costs from 1) any unpaid contract funds, 2) any contract retainage amounts or 3) a maintenance or performance bond. If the deductions do not fully satisfy the outstanding claims, the Authority may seek additional remedies. All remedies shall be inclusive of applicable interest payments.

#### ADDITIONAL ITEMS

Additional or new items directly germane to this procurement may be added to this blanket contract at a later date. Such items may only be added in the event that CTA elects to award multiple contracts for these items following this solicitation. Prior to adding an item to this contract, CTA will solicit competitive quotes from all awarded contractors to supply the additional or new item for the remainder of the contract term, subject to all other contractual terms and conditions. Based on the quote pricing received, CTA may either award the additional or new item to the contractor offering the lowest quote by adding a line to the contract, or elect to continue purchasing the additional or new item via other procurement means if those means would be more advantageous to CTA.

#### INSPECTION

Sampling and Inspection for Acceptance:

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

#### ELECTRONIC FUND TRANSFER

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

#### PAYMENT

The Contractor shall submit an invoice for the acceptable and approved material delivered. Original invoices shall be forwarded to CTA Accounts Payable Department, 567 W. Lake St., Chicago, IL 60661. Payment to Contractor will be made net 30days after final acceptance of material, receipt of Contractor's invoice, or in accordance with the terms of the Contractor's invoice, whichever is most favorable to the Authority. Payment date(s) shall be calculated from receipt of invoice or final

acceptance of goods or service, whichever is later. Each invoice must include the CTA contract and release number. .

#### ESTIMATED USAGE/EXPENDITURES

Based on previous history, CTA anticipates a 12 month expenditure of \$25,000. This figure is provided for your information only and in no way represents a commitment from CTA to purchase that quantity of material. Periodic releases will be issues over the period of this contract.

#### 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 days of the date that the Contractor has received payment from CTA.
- B) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than 14 calendar days after the Subcontractor has, in the opinion of the Chief Infrastructure Officer, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within 14 calendar days of the date that the Subcontractor has, in the opinion of the Chief Infrastructure Officer, satisfactorily completed its portion of the Work.
- C) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
- D) The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
- E) CTA will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with CTA of lien waivers, canceled checks (if requested), and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit, (form to be provided by CTA) which identifies each subcontractor (both DBE and non-DBE) and the date and amount of the last payment to such subcontractor, with every payment request filed with CTA, except for the first payment request, on every contract with CTA.
- F) Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors is subject to the provisions of 50 ILCS 505/9.

### ACCOUNTING SERVICES

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

### CTA ETHICS ORDINANCE

The Contractor agrees to comply with the CTA Code of Ethics, CTA Ordinance No. 04-99, as amended from time to time, the provisions of which are hereby incorporated into this Agreement. The Contractor further agrees that any contract negotiated

### TERMINATION FOR CONVENIENCE

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

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

### COMPLIANCE WITH LAWS, REGULATIONS AND CODES

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

### OTHER AGENCIES

Other local government agencies may negotiate their own agreements with the Contractor based on other terms and conditions in this agreement. Other such agencies will issue their own contracts

directly to the Contractor. Participation by other agencies shall have no adverse effect on the Authority. The Authority will not be responsible for any obligation due from any other agency to the Contractor. The Authority will have no liability for the acts or omissions of any other agency.

#### **BIDDER INQUIRIES**

Any questions regarding the content of the Detailed Specifications must be submitted in writing at least seven (7) business days prior to the bid opening. Inquiries can be e-mailed to the Procurement Administrator as identified on the cover sheet of the Contract documents at [BThierry@transitchicago.com](mailto:BThierry@transitchicago.com)

# **CHICAGO TRANSIT AUTHORITY**

## **DETAIL SPECIFICATION FOR**

### **ELECTRIC LAMPS; VARIOUS TYPES, VARIOUS APPLICATIONS**

#### **SPECIFICATION NO. CTA 0281-11**

#### **1. SCOPE**

- 1.1 This specification will describe the requirements for a contractor to furnish various types of, but not necessarily limited to, incandescent, fluorescent, and high intensity discharge (HID) electric lamps used in the illumination of facilities, vehicles, property, and other possible applications throughout the Chicago Transit Authority (CTA).

#### **2. DETAILED REQUIREMENTS**

- 2.1 The contractor shall furnish and deliver factory new electric lamps as described in the Contract Documents, or in a Release Form issued against a given contract. The preceding mentioned documents will describe the lamp(s) required by their associated CTA Item Number, or by a full description of a particular lamp required.
- 2.2 Quantity requirements for each lamp required will be stated in the Contract Documents or in the Release Form issued against a given contract.
- 2.3 The electric lamps furnished shall comply with the latest version of applicable American National Standards Institute (ANSI) standards. This requirement includes, but is not restricted to, the ANSI C78.XX series lamp standards.
- 2.4 Lamps shall be only furnished in their original equipment manufacturer's (OEM) packaging.
- 2.5 Each lamp furnished shall be covered by the manufacturer's standard warranty against any defect in material or workmanship.

#### **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 CONTRACTORS
- 4.1 Potential contractors requiring additional information shall contact the Procurement Administrator or Buyer whose name is listed in the Contract Documents. Potential contractors requiring additional information from person or persons potentially listed in the Special Conditions section of the Contract Documents must route their request through the Procurement Administrator or Buyer. Potential contractors who contact any CTA personnel other than the Procurement Administrator or Buyer during the open bidding process will be considered to be in violation of the provisions set forth in the Contract Documents.

Initial Specification – 4/29/79  
HHP / hhp – 14<sup>th</sup> Revision – 11/29/11



PROPOSAL

REQUISITION NO. B12OP04138  
SPECIFICATION NO. CTA 0281-11

By execution of this Proposal the undersigned offers, in accordance with the terms of the Contract Documents of which this Proposal is a part, to furnish and deliver SUBWAY LAMPS TO BE RELEASED AS REQUIRED as described in these General and Special Conditions and Detailed Specification No. CTA 0281-11. This Contract shall become effective on the date of execution and will continue in effect for a period of up to 12 months.

Prices quoted shall be firm for the contract.

**Please see P-2- to submit unit pricing.**

NAME OF COMPANY BIDDING:

ADDRESS:

CITY:

STATE:

ZIP:

PHONE NO: (    )

E-MAIL ADDRESS FOR RELEASES:

GENERAL E-MAIL IF DIFFERENT THAN ABOVE:

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

RFQ Number: 80620

Requisition Num: 101232280

Buyer Name: Lahclev, Chris

Buyer Phone:

Manufacturer's Name

Manufacturer's Part No. Offered

Prior Demand

Part Number

Item No.

Unit Price

1
3114020
PC
2537
AAMSCO PHILLIPS
56A21E26130V 56A21/ER 130V

LAMP: SUBWAY, 56 W. 130 V, A-21 BULB SIZE, IN. FROST, MED. BRASS BASE, C-9 FIL, TYPE B, CAR & STATION,, STREET RAILWAY ARC RESISTANT, ANGULAR BURNING ARC

Description: RESISTING, USED 5 IN, SERIES ACROSS 600 VOLT D.C. CTA 281,, TABLE 4, ITEM 134., SPEC. NO: 281, PCK. INFO: CART 120 PC

\*\*\*End of Report\*\*\*

## CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

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

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

its principles:

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

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

\_\_\_\_\_  
(Signature and Title of Authorized Official)

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

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

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

its principles:

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

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

\_\_\_\_\_  
(Signature and Title of Authorized Official)

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

## 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)

## 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 \_\_\_\_\_

## BRIEF HISTORY OF YOUR COMPANY

***Tell us about your company:***

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Local Contact Person:** \_\_\_\_\_

**Title:** \_\_\_\_\_

Phone Number: (    ) \_\_\_\_\_ - \_\_\_\_\_ Fax Number: (    ) \_\_\_\_\_ - \_\_\_\_\_

**How many years has your company been in business?** \_\_\_\_\_

**How many employees?** \_\_\_\_\_ **Annual Sales?** \_\_\_\_\_

***Is your business a (an): (check one)***

**Manufacturer** \_\_\_\_\_ **Supplier** \_\_\_\_\_ **Distributor** \_\_\_\_\_ **Other (explain)** \_\_\_\_\_

***Have you provided goods or services to city government, state, county, Board of Education, municipality, etc.?***

***Please provide a list of references including the three (3) largest companies your firm has done business with in the past two (2) years, and a person and a telephone at that firm which CTA may contact.***

Firm Name

**Contact Person**

Telephone[illegible]



**PROPOSAL (Continued)**  
**TO BE EXECUTED BY A CORPORATION**

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE - IF ANY

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

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

Name of Corporation: \_\_\_\_\_  
(Print or Type Name of Corporation)

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

BY: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER\*

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

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

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

Signed and Sworn to before me on:

\_\_\_\_\_

by \_\_\_\_\_  
(Printed name of Authorized Officer)

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

(NOTARIAL SEAL)

IF BIDDER IS A CORPORATION - THIS PAGE MUST BE EXECUTED

**PROPOSAL (Continued)**  
**TO BE EXECUTED BY A SOLE PROPRIETOR**

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE – IF ANY
--

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

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

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

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

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

Signed and Sworn to before me on:

\_\_\_\_\_

by \_\_\_\_\_  
(Printed name of Authorized Officer)

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

(NOTARIAL SEAL)

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

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

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE -- IF ANY

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

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

Firm Name: \_\_\_\_\_  
(Print or Type Name of Firm)

Business Address: \_\_\_\_\_  
(Print or Type Street Address)  
\_\_\_\_\_  
(Print or Type City, State and Zip)

**BY SIGNATURE(S):**

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

\_\_\_\_\_  
(Partner)

\_\_\_\_\_  
(Partner)

\_\_\_\_\_  
(Partner)

\_\_\_\_\_  
(Partner)

\_\_\_\_\_  
(Partner)

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

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

Signed and Sworn to before me on:

\_\_\_\_\_

by \_\_\_\_\_  
(Printed name of Authorized Officer)

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

(NOTARIAL SEAL)

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

## DISCLOSURE OF OWNERSHIP

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

1. IF THE BUSINESS IS A CORPORATION, check this box ☐ and complete:  
If the shares of the Corporation are not listed on the New York Stock Exchange or any regional exchange, list then name of each person who possesses either nominal or beneficial ownership or 5% or more of the Corporation's stock (list below). If none, type or print "NONE" in space below.

FEIN #:

Corporate Headquarters Address:  
City, State, Zip:

State of Incorporation:

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

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

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____

2. IF THE BUSINESS IS A PARTNERSHIP, check this box ☐ and complete:  
The name of each general, limited or individual partner entitled to receive 5% or more of the profit derived from partnership activities (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____

3. IF THE BUSINESS IS A SOLE PROPRIETORSHIP, check this box ☐ and complete:  
The name of each person other than the owner entitled to receive 5% or more of the profits derived from the activities of the business (list below). If none, type or print "NONE" in space below.

TYPED OR PRINTED NAME	%INTEREST
_____	_____
_____	_____
_____	_____
_____	_____

DISCLOSURE - TO BE COMPLETED BY ALL BIDDERS

**PROPOSAL (continued)**

**ACCEPTANCE**

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

**Contract Number**

**Total Amount of Contract**      \$

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2012, at Chicago, Illinois

\_\_\_\_\_  
Vice President, Purchasing & Warehousing

\_\_\_\_\_  
President

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

\_\_\_\_\_  
Attorney