

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake St., Chicago, Illinois 60661-1498, no later than 11:00 A.M. on Friday, June 20, 2014 at which time all such bids will be opened publicly and read aloud:

Req. B14FR00096, Spec. No.: CTA 33-14
Crushed limestone ballast to be released as required
for a period of up to 36 months.

PROPOSAL GUARANTEE: NONE

For additional information, please contact Greta Harris,
Sr. Procurement Administrator, 312/681-2463.

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

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

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

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

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

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

(2)

The right is reserved to accept any bid or any part or parts thereof or to reject any and all bids. Acceptance of any bid is subject to concurrence by the Regional Transportation Authority and the United States Department of Transportation.

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President
Purchasing & Supply Chain

May 30, 2014



CRUSHED LIMESTONE BALLAST TO BE RELEASED AS REQUIRED
FOR A PERIOD OF UP TO 36 MONTHS

REQUISITION NO.: B14FR00096

SPECIFICATION NO.: CTA 33-14

DRAWING NO.: None

PROJECT NO.: None

INSURANCE REQUIRED: None

BID DEPOSIT AMOUNT: None Required

INFORMATION:

Sr. Procurement Administrator: Greta Harris

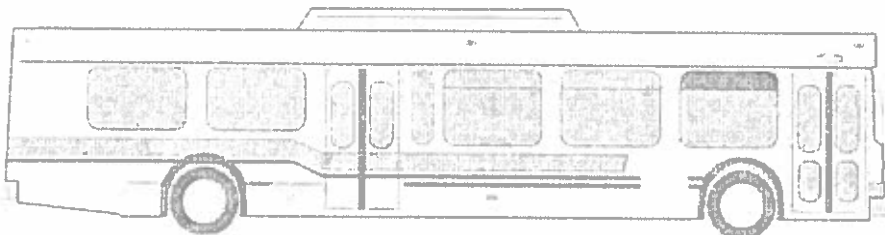
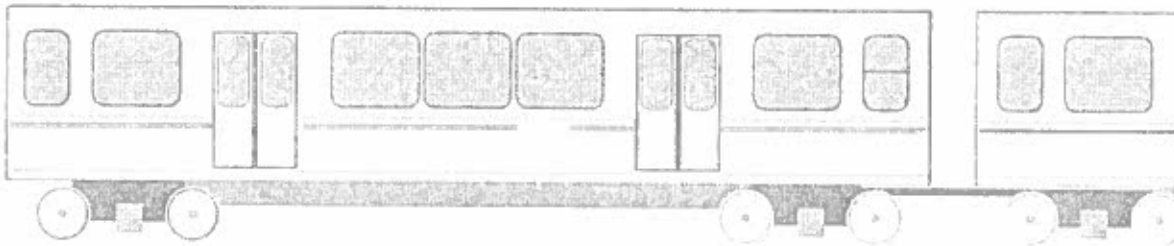
Phone Number: (312) 681-2463

BID PACKAGES TO BE RETURNED TO:

By Mail, In Person Drop-off or Delivery Service

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

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 & Supply Chain
Forrest Claypool, President
Terry Peterson, Chairman

READ THIS PAGE BEFORE FILLING OUT BID PACKAGE

DOCUMENT PREPARATION for Materials & Supplies

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

SIGNATURES REQUIRED ON THE FOLLOWING ITEMS

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

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

- **TO BE EXECUTED BY A CORPORATION**

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

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

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

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

- **TO BE EXECUTED BY SOLE PROPRIETOR**

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

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

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

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

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

CONTRACT FOR SUPPLIES REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

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

1. DEFINITIONS:

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

2. COMPLIANCE WITH LAWS:

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

3. BID DEPOSIT:

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

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

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

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

4. PREPARATION OF BID:

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

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

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

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

A "Partnership," "Joint-Venture" or "Sole Proprietor" operating under an Assumed Name must be registered with the Illinois County in which located, as provided in the Assumed Business Name Act, 805 ILCS 405 et seq., as amended.

ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC

5. SUBMISSION OF BIDS:

All prospective bidders shall submit **ONE (1) SEALED BID** in the envelope provided for that purpose to the CHICAGO TRANSIT AUTHORITY, Bid Office – 2nd Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498; or, if the bid is submitted in an envelope other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: **bidder's name, address, subject matter of bid, including identifying numbers, advertised date of bid opening, and the hour designated for the bid opening as shown on the advertisement.**

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

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

6. WITHDRAWAL OF BIDS:

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

7. RESPONSIBILITY OF BIDDER:

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

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

8. CONSIDERATION OF BIDS:

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

9. NEGOTIATED CONTRACTS:

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

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

10. ACCEPTANCE OF BIDS:

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

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

11. PERFORMANCE-PAYMENT BOND AND INSURANCE:

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

12. FAILURE TO FURNISH BOND OR INSURANCE:

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

13. INTERPRETATION OF CONTRACT DOCUMENTS:

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

14. CATALOGS:

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

15. TRADE NAMES:

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

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

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

16. RETURN OF BID DEPOSIT:

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

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

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

17. TAXES:

Federal Excise Tax does not apply to materials purchased by the Chicago Transit Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax does not apply to materials or services purchased by the Authority by virtue of Statute Chapter 111 2/3 and Section 333, Illinois Revised Statutes as amended. These taxes shall not be included in any of the prices quoted herein. Illinois Tax Exemption Identification number is E9978-2987-05. The prices quoted herein shall agree with all Federal Laws and Regulations.

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

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

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

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

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

19. NOTICE:

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

CONTRACT FOR SUPPLIES

GENERAL CONDITIONS

1. NON-DISCRIMINATION:

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

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

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

2. DISADVANTAGED BUSINESS ENTERPRISES:

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

3. INDEMNIFICATION:

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

4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS:

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

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

5. GUARANTEES AND WARRANTIES:

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

6. DELIVERY:

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

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

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

7. DEMURRAGE AND RE-SPOTTING:

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

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

8. MATERIALS INSPECTION AND RESPONSIBILITY:

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

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

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

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

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

9. ORDER OF PRECEDENCE OF BEST PRICE:

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

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

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

10. PAYMENT:

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

11. CASH BILLING DISCOUNT:

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

12. INVOICES:

Invoices must be sent to the Chicago Transit Authority, Accounts Payable, 567 W. Lake Street, Chicago, IL 60661-1498. Invoices must bear the order number and, if an annual contract, release number as issued. Invoices must not cover more than one order or release number.

13. PRICE REDUCTION:

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

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

14. DEFAULT:

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

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

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

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

15. DISPUTES:

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

16. EXECUTION:

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

**SPECIAL CONDITIONS
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
INVITATION FOR BIDS
REQUISITION NUMBER: B14FR00096**

I. POLICY AND TERMS

- A. The policy of the Chicago Transit Authority is to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 can compete fairly for CTA contracts, regardless of funding source.
- B. The Authority has established the following DBE contract goal for this project:

Disadvantaged Business Enterprise Goal: 25%

- C. The DBE contract goal shall be expressed as a percentage of the total contract price. However, in the event this is a revenue generating contract, the DBE contract goal is based on the Bidder's operating expenses and not on the total anticipated revenue to be generated by the contract. The Bidder may meet the DBE goal by evidencing participation by one or more certified DBEs. The Bidder may also meet the goal by documenting good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below and/or by a combination of DBE participation and good faith efforts documentation. **Any evidence of good faith efforts must be submitted with the sealed bid or the bid will be rejected in its entirety.**
- D. The DBE contract goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options, and change orders. The Bidder agrees to make its best effort to include DBE participation in any contract modification work.
- E. The goal may be met, as further explained in Section IV hereof, by the Bidder's status as a DBE, by a Joint Venture with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through sufficient documentation of its good faith efforts to meet the DBE goal as defined in Section V hereof.
- F. A Bidder who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts to meet the goal shall not be eligible to be awarded the contract. All documentation of good faith efforts by a Bidder **must** be included in the envelope or package containing the bid.
- G. The Authority prohibits agreements between a Bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other Bidders.

II. DEFINITIONS

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

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

- B. **"Authority"** means the Chicago Transit Authority.
- C. **"Bid"** includes the following Authority purchasing requests: Invitation for Bids (IFB).
- D. **"Bidder"** includes bidders and contractors. The terms "Bidder" and "Contractor" may be used interchangeably in these Special Conditions.
- E. **"Commercial Useful Function" or "CUF"** means that a DBE is responsible for execution of a distinct element of the work of a Contract and carries out its responsibilities by actually performing, managing, and/or supervising the work involved. With respect to materials and supplies used on a contract, the DBE must be responsible for negotiating price, determining quantity and quality, ordering materials and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices, and other relevant factors. However, it is not a commercially useful function when a DBE's role is limited to that of an extra participant through which funds are passed to obtain the appearance of DBE participation on the Contract.
- F. **"Disadvantaged Business Enterprise" or "DBE"** means a small business certified by the Illinois Universal Certification Program (IL UCP) as a business owned and controlled by socially and economically disadvantaged individuals in accordance with USDOT Regulation 49 CFR, Part 26.
- G. **"Directory"** means the Directory of Certified Disadvantaged Business Enterprises maintained and published by IL UCP and entitled the "IL UCP DBE Directory." The directory will be available on the Authority's web site. Bidders are responsible for verifying the current certification status of all proposed DBE's.
- H. **"Funding Source"** means any source of funds used for an Authority contract. It includes, but is not limited to, funds provided by the US Department of Transportation (DOT), the Federal Transit Administration (FTA), the Illinois Department of Transportation (IDOT), the Regional Transportation Authority (RTA), the City of Chicago (City), the Federal Emergency Management Agency (FEMA), the Illinois Emergency Management Agency (IEMA), the US Department of Homeland Security (DHS) or the Department of Commerce and Economic Opportunity (DCEO).
- H. **"Good Faith Efforts"** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.

- I. **"IL UCP"** means the Illinois Unified Certification Program.
- J. **"Joint Venture"** means an association of two or more businesses to carry out a single business enterprise for profit, and for which purpose they combine their expertise, property, capital, efforts, skill and knowledge. Bidders may develop joint venture agreements as an instrument to provide participation by DBEs in contract work. A joint venture seeking to be credited for DBE participation may be formed among DBE firms or between a DBE firm and non-DBE firm.

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

- K. **"Purchasing Agent"** means the Authority employee who holds the position of Vice President, Purchasing, or designee.
- L. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$22.41 million, or as revised from time to time, over the three (3) previous fiscal years.
- M. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
1. **"Black Americans"**, which includes persons having origins in any of the Black racial groups of Africa;
 2. **"Hispanic Americans"**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 3. **"Native Americans"**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 4. **"Asian-Pacific Americans"**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
 5. **"Subcontinent Asian Americans"**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
 6. **"Women"**
 7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The Director of Diversity may determine on a case-by-case basis that individuals who are not members of one of the above-listed groups are socially and economically disadvantaged.

*** Presumption applies to federally funded contracts only.**

N. "Subcontractor" means the individual or firm that has a subordinate contract to that of the Contractor under which the materials or equipment are supplied or services or labor is performed.

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

III. JOINT VENTURES

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

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

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

The Bidder may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP and which perform a CUF.

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

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

- A. Once a DBE is determined to be eligible in accordance with these rules, the total dollar value of the contract awarded to the DBE may be counted toward the DBE goal except as indicated below.**
- B. A Bidder may count toward its DBE goal that portion of the total dollar value of a contract with an eligible Joint Venture equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces.**
- C. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE subcontracts more than thirty percent (30%) or a significantly greater portion of the work of the contract than**

would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. Evidence may be presented by the Bidder involved to rebut this presumption.

- D. When a DBE subcontracts a part of the work under the contract to another firm, the value of the subcontracted work may only be counted towards the DBE goal if the DBE's Subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count towards the DBE goal.
- E. The Bidder may count one-hundred percent (100%) of its expenditures for materials and supplies required under the contract and which are obtained from a DBE manufacturer towards the DBE goal. The Bidder may count sixty percent (60%) of its expenditures for material and supplies under the contract obtained from a DBE regular dealer towards its DBE goal. The terms "manufacturer" and "regular dealer" are defined in 49 C.F.R. Part 26.55(e)(1)(ii) and (2)(ii).
- F. The Bidder may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 C.F.R. Part 26. However, the Director of Diversity must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
- G. The Bidder must use good business judgment when negotiating with Subcontractors and take a DBE's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using DBE firms is not sufficient reason to fail to meet the DBE goal set forth in the contract, as long as such costs are reasonable.

V. GOOD FAITH EFFORTS

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

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

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

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

VI. GOOD FAITH EFFORTS RECONSIDERATION

If it is determined that the apparent successful low Bidder(s) has failed to show good faith efforts to meet the contract DBE goal through participation, documentation of good faith efforts to meet the contract goal and/or a combination of the two, the Authority will provide it with **ONE** opportunity for administrative reconsideration before the Authority awards the contract. This reconsideration will include the following:

- A. The Bidder will be permitted to either provide written evidence or to present oral argument at a pre-scheduled time that the documentation it submitted with its bid met the DBE goal and/or

documented good faith efforts to do so. **No new evidence of good faith efforts may be presented after the bid submission deadline.**

- B. The Authority's Reconsideration Officer will review the evidence presented by the Bidder and issue a written determination that the Bidder has: 1) met the DBE goal; 2) not met the DBE goal but has made adequate good faith efforts to do so; or 3) has not met the DBE goal and the good faith efforts made were not adequate.
- C. The decision of the Authority's Reconsideration Officer is final and may not be appealed to the Authority or its funding agencies.
- D. The Authority will not award a contract to any Bidder who does not meet the contract DBE contract goal through participation by DBEs on the proposed contract or documentation of sufficient good faith efforts to meet that goal or a combination of the two. Thus, it is essential that all Bidders submit ALL relevant documentation concerning DBE participation on the proposed contract and/or good faith efforts to meet the DBE goal in the envelope or package containing their sealed bids.

VII. PROCEDURE TO DETERMINE BID COMPLIANCE

- A. If the Bidder is a Joint Venture, the Bidder as well as the Joint Venture partner **MUST** complete and sign Schedule B.
- B. A DBE Subcontractor of any tier, DBE Joint Venture partner and/or the Bidder if it is a DBE **MUST** complete and sign Schedule C.
- C. The Bidder **MUST** complete and sign Schedule D.
- D. 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 DBE 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 their bids will be rejected by the Authority.

E. Letters of Certification

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

specialization must be approved by the certifying agency so that the DBE firm is certified in the expanded area of specialization prior to the **DUE DATE FOR BIDS**.

F. Joint Ventures

3. Where the Bidder proposes to include in its bid a DBE, which is a joint venturer, the Bidder must submit a fully executed copy of the Joint Venture agreement with its bid. The Joint Venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.
4. Further, the proposed Joint Venture agreement shall include specific details related to: 1) contributions of capital and equipment; 2) work items to be performed by the DBE's own forces; 3) work items to be performed under the supervision of the DBE; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and (5) the authority of each joint venturer to contractually obligate the Joint Venture and to expend funds. Failure to submit a copy of the Joint Venture agreement will cause the firm to be considered by the Authority to be non-responsible.

G. Bidders List

The Bidder must also create a Bidders List, consisting of information about all Subcontractors that submitted a Bid or quote. The Bidders List will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. A form for creating the Bidder's List included in this IFB.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The Bidder shall, within seven (7) calendar days of contract award, or prior to any work being performed by any Subcontractor of any tier, execute written subcontracts or purchase orders with the Subcontractors included in the Bid. 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 Director of Diversity. These written agreements shall be made available to the Director of Diversity upon request. All contracts between the Bidder and its Subcontractors must contain a prompt payment clause as set forth in Section IX herein.
- B. During the term of annual contracts, the Contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor an easy to use web-based service for reporting payments rendered to all Subcontractors. The frequency with which these reporting will vary based on each individual contract, but in no event will reporting be required less frequently than quarterly. **Failure to follow these directions may delay payment.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, the contractor must utilize the "Chicago Transit Authority's Disadvantaged Business Enterprise System (B2GNOW)" <https://cta.dbesystem.com/> which provides the Contractor with an easy to use web-

based service for reporting payments rendered to all Subcontractors. The required entries on B2GNOW must be completed prior to or concurrently with the Contractor's submittal of its final invoice to the Authority user department identified in the contract. PLEASE NOTE: Two different processes must be followed. (1)The original invoices must be submitted directly to the Authority department identified in the contract and (2) a report of Subcontract Payments must be entered onto B2GNOW. **Failure to follow these directions may delay final payment.**

The address for the Director of Diversity is: **CTA Director of Diversity, Diversity Department, 567 W. Lake Street, Chicago, IL 60661-1465.**

IX. PROMPT PAYMENT TO SUBCONTRACTORS

A. Federally Funded Construction Contracts and All Non-Construction Contracts

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed **on all contracts except construction contracts funded with other than federal funds** no later than fourteen (14) calendar days after the Contractor has received payment from the Authority. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment within fourteen (14) calendar days of the date that the Contractor has received payment from the Authority.
2. In addition, all Retainage amounts **on all contracts except construction contracts funded with other than federal funds** 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 Authority's authorized representative, 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 Authority's authorized representative, satisfactorily completed its portion of the Work.

B. Non-federally Funded Construction Contracts

1. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed **on a construction contract funded with non-federal funds** no later than fourteen (14) calendar days after the Contractor has received payment from the Authority. All of the Contractor's subcontracts must state that the Subcontractor will receive payment within fourteen (14) calendar days of the date that the Contractor received payment from the Authority.
- C. A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.
 - D. The Contractor is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
 - E. The Authority will not pay the Contractor for work performed unless and until the Contractor ensures that the Subcontractors have been promptly paid for the work they have performed under all previous payment requests, as evidenced by the filing with the Authority of lien waivers,

canceled checks (if requested) and the Contractor's sworn statement that it has complied with the prompt payment requirements. Prime Contractors must submit a prompt payment affidavit (form to be provided by the Authority) which identify 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 Authority, except for the first payment request, on every contract with the Authority.

- F. Failure to comply with these prompt payment requirements is a breach of the Contract which may lead to any remedies permitted under law, including, but not limited to, Contractor debarment. In addition, Contractor's failure to promptly pay its Subcontractors may also be subject to the provisions of 50 ILCS 505/9.

X. DBE SUBSTITUTIONS

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

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

XI. NON-COMPLIANCE

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

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
 3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.
 4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C. In addition, federal and state laws apply to false representations, deception and fraud:
1. Illinois Law. Under Illinois law, it is a Class 2 felony to make certain false representations as to the status of a person or entity in obtaining a governmental contract. In addition, any person convicted of this felony offense must pay to the governmental unit that issued the contract a penalty equal to one and a half times the amount of the contract. (720 ILCS 5/17-29)
 2. Federal Law. False, fraudulent, or deceitful statements made in connection with DBE participation in DOT 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 for federally funded construction contracts and/or non-construction contracts however funded set forth in subsection A of Section IX hereof, the Contractor must pay the Subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth herein for all contracts funded with federal funds and/or all non-construction contracts however funded.
- E. If the Contractor does not pay any Subcontractor listed on a pay request within the time limits required under the prompt payment provision for construction contracts funded with non-federal funds set forth in subsection B of Section IX hereof, the Contractor must pay the Subcontractor an additional amount for interest in the amount of two percent (2%) per month on the outstanding balance for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the Subcontractor. All agreements between the Contractor and its Subcontractors must provide for interest as set forth here if the construction contract is funded with non-federal funds.

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

The Contractor agrees to include this assurance in all subcontracts.

- G. The Contractor further agrees to include the following assurance in all of its subcontracts: "The Contractor and Subcontractor shall comply with the requirements of the Illinois Human Rights Act (775 ILCS 5/1-100, et seq.) and the Illinois Public Works Employment Discrimination Act (775 ILCS 5/10/0.01, et seq.) and shall refrain from unlawful discrimination under Illinois law in the performance of this contract. The failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate."

XII. RECORD KEEPING

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

XIII. MINORITY FINANCIAL INSTITUTIONS

The Bidder is encouraged to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of Bidder's willingness to do business with DBEs. Information about such institutions is available in the Authority's DBE Program Directory, which is available on-line at <http://www.federalreserve.gov/releases/mob/current/default.htm>.

DBE Assistance Agencies

The following agencies are available to prospective bidders for assistance.

<p>Alliance of Business Leaders & Entrepreneurs (ABLE) 150 N. Michigan Ave., Suite 2800 Chicago, IL 60601 Contact: Donna Gaines Phone: (312) 624-7733 Fax: (312) 275-7841 Email: donna@donnamgaines.com Website: www.ablechicago.com Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Black Contractor United (BCU) 11906 S. Michigan Ave. Chicago, IL 60628 Contact: Belinda Henderson Phone: (773) 483-4000 Fax: (773) 483-4150 Email: belinda_bcu@att.net / bcunewera@att.net Website: www.blackcontractorsunited.com Services</p> <ul style="list-style-type: none"> • Business Development
<p>Chatham Business Association (CBA) 8441 S. Cottage Grove Ave. Chicago, IL 60619 Contact: Melinda Kelly Phone: (773) 994-5006 Fax: (773) 994-9871 Email: melkelcba@sbcglobal.net Website: www.cbaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Chicago Minority Business Development Council, Inc. (CMBDC) 105 W. Adams St., Suite 2300 Chicago, IL 60603 Contact: Shelia C. Hill Morgan Phone: (312) 755-8880 Fax: (312) 755-8890 Email: shillmorgan@chicagomsdc.org Website: www.cmbdc.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance
<p>Chicago Urban League (CUL) 4510 S. Michigan Ave. Chicago, IL 60653 Contact: Kenya Spann Phone: (773) 285-5800 Fax: (773) 285-7772 Email: kspann@thechicagourbanleague.org Website: www.thechicagourbanleague.org Services</p> <ul style="list-style-type: none"> • Business Development 	<p>Federation of Women Contractors (FWC) 5650 S. Archer Ave. Chicago, IL 60638 Contact: Joan Anderse Phone: (312) 360-1122 Fax: (312) 360-0239 Email: joan@andersenpump.com Website: www.fwcchicago.com Services</p>
<p>Hispanic-American Construction Industry Association (HACIA) 650 West Lake Street, Suite 415 Chicago, IL 60661 Contact: Jorge Perez Phone: (312) 575-0389 Fax: (312) 575-0544 Email: jperez@haciaworks.org Website: www.haciaworks.org Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Illinois Hispanic Chamber of Commerce (IHCC) 855 W. Adams, Suite 100 Chicago, IL 60607 Contact: Omar Duque Phone: (312) 425-9500 Fax: (312) 425-9510 Email: asoto@ihccbusiness.net Website: www.ihccbusiness.net Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

DBE Assistance Agencies (Continued)

<p>Latin American Chamber of Commerce (LACC) 3512 W. Fullerton Ave. Chicago, IL 60647 Contact: D. Lorenzo Padron Phone: (773) 252-5211 Fax: (773) 252-7065 Email: D.LorenzoPadron@latinamericanchamberofcommerce.com Website: www.latinamericanchamberofcommerce.com</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Philippine American Chamber of Commerce of Greater Chicago (PACCGC) 3413 N. Milwaukee Ave Chicago, IL 60641 Contact: James Villar Phone: (773) 545-4330 Fax: (773) 545-4373 Email: jamesvillar@paccgc.org Website: www.paccgc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance
<p>Women's Business Development Center (WBDC) 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Contact: Freida Curry Phone: (312) 853-3477 Fax: (312) 853-0145 Email: fcurry@wbdc.org Website: www.wbdc.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance 	<p>Women Construction Owners & Executives (WCOE) 308 Circle Avenue Forest Park, IL 60130 Contact: Mary Kay Minaghan Phone: (708) 366-1250 Fax: (708) 366-5418 E-mail: mkm@mkmservices.com Website: www.wcoeusa.org</p> <p>Services</p> <ul style="list-style-type: none"> • Business Development • Certification Assistance • Technical Assistance

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

<p>Chicago Transit Authority Project Information Purchasing Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2405</p> <p>Purchasing General Manager Randi Brokvist Phone: (312) 681-2420 E-mail: rbrokvist@transitchicago.com</p> <p>Purchasing General Manager Robert K. Miller Phone: (312) 681-2428 E-mail: rmiller@transitchicago.com</p>	<p>Chicago Transit Authority Diversity Programs Information Diversity Programs Department 567 W. Lake St. Chicago, IL 60661-1465 Fax: (312) 681-2605</p> <p>Contract Compliance Department Mary Person Phone: (312) 681-2612 E-mail: mperson@transitchicago.com</p> <p>DBE Certification Department Nelson Robles Phone: (312) 681-2616 E-mail: nrobles@transitchicago.com</p>
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DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

This Schedule B need not be submitted if all joint venturers are DBEs. In such a case, however, the written joint venture agreement and a copy of the current IL UCP Letter of Certification for each DBE must be submitted.

ALL INFORMATION REQUESTED BY THIS SCHEDULE MUST BE ANSWERED IN THE SPACES PROVIDED BY JOINT VENTURERS AT ANY TIER. ADDITIONAL SHEETS MAY BE ATTACHED.

- I. Name of joint venture:** _____
Address of joint venture: _____

Phone number of joint venture: _____
- II. Identify each non-DBE venturer(s):**
Name _____ of _____ Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- III. Identify each DBE venturer(s):**
Name _____ of _____ Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning DBE compliance: _____
- IV. Describe the role(s) of the DBE venturer(s) in the joint venture:**

- V. Attach a copy of the joint venture agreement.** In order to demonstrate the DBE venturer's share in the ownership, control management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the DBE's own forces, (3) work items to be performed under the supervision of the DBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the DBE to be dedicated to the performance of the project.
- VI. Attach a copy of the current IL UCP Letter of Certification for each DBE Joint Venturer.**
- VII. Ownership of the Joint Venture:**
A. What is the percentage(s) of DBE ownership in the joint venture?
DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

VII. Ownership of the Joint Venture (continued):

B. Specify DBE/non-DBE percentages for each of the following (provide narrative descriptions and other detail as applicable):

1. Sharing of profit and loss: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____

 - (b) Dollar amounts of anticipated on-going contributions: _____

3. Contributions of equipment (*specify types, quality and quantities of equipment to be provided by each venturer*):

4. Other applicable ownership interests, including ownership options or other agreements, which restrict or limit ownership and/or control:

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current Chicago Transit Authority contract and each contract completed during the past two (2) years by either of the joint venture partners participating in this joint venture:

VIII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

B. Authority to enter contracts on behalf of the joint venture:

DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE 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?

DBE - SCHEDULE B

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

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

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

- A. Are any proposed Joint Venture employees currently employed by either venturer? _____
Employed by non-DBE (number): _____ Employed by DBE: _____
- B. Identify by name and firm the individual who will be responsible for joint venture hiring: _____

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

DBE - SCHEDULE B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

NOTE: *If, after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the General Manager, 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 DBE)

(Name of DBE Firm)

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

(Printed Title)

Date

Phone

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

On this

day of

Phone

, 20

, the above-signed

Officers of (Name of non-DBE firm) _____ and

(Name of DBE 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:

Signature of Notary Public

My Commission Expires:

DBE - SCHEDULE C

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 DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER,
AND/OR CONSULTANT (If Prime Contractor is a DBE firm, only fill out Schedule D)**

NAME OF PROJECT / CONTRACT:

REQUISITION NO.:**JOB ORDER NO.:****TOTAL CONTRACT VALUE:****FROM:** (Name of DBE Firm)

TO: (Name of Prime Contractor)

and the Chicago Transit Authority

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

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract (attach additional pages if necessary):

NAICS CODES – List codes assigned to DBEs that can be used on this project:	DESCRIPTION OF WORK FOR ENTIRE CONTRACT TERM– Please describe in DETAIL what TYPE of WORK you will be performing for the entire length on this project:	QUANTITY	UNIT PRICE	Total DBE Contract Value listed separately for each item
				TOTAL DBE CONTRACT

MULTI-PHASE PROJECT(S) – For those projects that are multi-phase, please indicate the phase in which the DBEs will be performing work:

DBE - SCHEDULE C

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 DBE (continued) / REQUISITION / JOB NO.:

Sub-Contracting Levels

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

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

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

NOTICE: If ANY dollar amount of the DBE's scope of work will be sublet, a brief explanation and description of the work to be sublet must be attached to this schedule.

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

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (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 DBE subcontractor.

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

(Name of DBE Firm)

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

(Printed Title)

Date

Phone

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

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

(Name of non-DBE Firm)

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

(Printed Title)

Date

Phone

DBE - SCHEDULE C

LETTER OF INTENT FROM DBE (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

DBE 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 DBE)

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

(Date)

On this _____ day of _____, 20____, the above-signed Officer of

(Name of DBE 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.

OFFICIAL NOTARY SEAL:

Signature of Notary Public

My Commission Expires:

DBE - SCHEDULE D

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.

DBE 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
and duly authorized representative of*

(Title of Affiant)

(Name of Prime Contractor)

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

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

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

(Printed Name of DBE Liaison Officer) (Phone)

(Email)

DBE - SCHEDULE D

PRIME CONTRACTOR AFFIDAVIT THIS FORM MUST BE SIGNED AND NOTARIZED

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

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

The undersigned will enter into a formal agreement with all listed DBE 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 DBE 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:

NAME OF PRIME BIDDER

BIDDERS LIST

BID NO. _____

DATE: _____

JOB ORDER NO. _____

BID DUE DATE: _____

BUS. PHONE NO. _____

ADDRESS: _____

CITY: _____

STATE: _____

CONTACT PERSON: _____

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

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

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

GUIDANCE CONCERNING GOOD FAITH EFFORTS (49 CFR – 26.53)

In order to be responsive, a bidder must make good faith efforts to meet the DBE participation goal set forth in the contract. The bidder must document the good faith efforts it made in that regard. Thus, the Bid submitted to the Authority must be accompanied by written documentation prepared by the bidder evidencing all of its sufficient and reasonable good faith efforts toward fulfilling the goal. These efforts must be active steps, and ones, which could reasonably be expected to lead to sufficient DBE participation to meet the contract DBE participation goal. Mere *pro forma* efforts are not acceptable and will be rejected by the General Manager, DBE Program. Good Faith Efforts require that the bidder consider all qualified DBEs, who express an interest in performing work under the contract. This means that the bidder cannot reject a DBE as unqualified unless the bidder has sound reasons based on a thorough investigation of the DBE's capabilities. Further, the DBE's standing within its industry, membership in specific groups, organizations or associations and political or social affiliation (for example, union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the contract DBE participation goal. The following list, which is not exclusive or exhaustive, sets forth the types of actions, which indicate good faith efforts on the part of a bidder to meet the DBE goal. The extent and type of actions required will vary depending on such things as industry practice; the time available for submitting a bid and the type of contract involved.

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

STANDARD GOVERNMENT REQUIREMENTS FOR MATERIAL AND EQUIPMENT PURCHASES

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

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

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

G. ENVIRONMENTAL AND ENERGY PROTECTION AND CONSERVATION REQUIREMENTS. All facilities and equipment will meet the criteria for air and water pollution control and energy conservation as follows:

"All facilities and equipment acquired, constructed, reconstructed, or improved using FTA and DPT grant funds, shall be designed and equipped to prevent or control air and water pollution in accordance with criteria issued by the Department of Health, Education and Welfare. However, in those locations where State or local air and water pollution regulations are in force, the more restrictive criteria shall govern."

"All contractors and suppliers must submit evidence to CTA that the governing air and water pollution criteria will be met. This evidence and related documents will be retained by the sponsor for on site examination by FTA and DPT representatives."

"All contractors and suppliers shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321 et seq.)."

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

I. TERMINATION OF CONTRACT. Chicago Transit Authority reserves the right to terminate this contract at any time after date of contract, with or without cause, by giving the contractor, in writing, a notice of termination. The notice shall be mailed certified to the contractor at his business address, and the effective date of termination shall be the date of receipt of the notice as shown on the certified mail return receipt. The Chicago Transit Authority shall pay the contractor for the sums then due for acceptable services performed in accordance with this contract and costs incurred in connection therewith up to the termination date.

J. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS. The contractor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime contractor in the case of subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.

K. PATENT RIGHTS

1. Contractors may reserve a revocable, nonexclusive, royalty-free license in each patent application filed in any country or each invention subject to this clause and resulting patent in which the government acquires title. The license shall extend to the third-party contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the third-party contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the third-party contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of FTA except when transferred to the successor of that part of the third party contractor's business to which the invention pertains.
2. The third-party contractor's nonexclusive domestic license retained pursuant to paragraph (1) of this clause may be revoked or modified by FTA to the extent necessary to achieve expeditious practical application of the subject invention under 41 C.F.R. 101-4. 103-3 pursuant to an application for exclusive license submitted in accordance with 41 C.F.R. 101-4. 104-3. This license shall not be revoked in that field of use and/or the geographical areas in which the third-party contractor has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public. The third-party contractor's nonexclusive license in any foreign country reserved pursuant to paragraph (1) of this clause may be revoked or modified at the discretion of FTA to the extent the third-party contractor or his domestic subsidiaries or affiliates have failed to achieve the practical application of the invention in that foreign country.
3. Before modification or revocation of the license, pursuant to paragraph (2) of this clause, FTA shall furnish the third-party contractor a written notice of its intention to modify or revoke the license and the third-party contractor shall be allowed 30 days (or such longer period as may be authorized by FTA for good cause shown in writing by the third-party contractor) after the notice to show cause why the license should not be modified or revoked. The third-party contractor shall have the right to appeal, in accordance with procedures prescribed by FTA any decision concerning the modification or revocation of his license.

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

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

1. **Seismic Safety Requirements** – The Contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by regulation. The Contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.
2. **Recycled Products** – The Contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.
3. **No Obligation by the Federal Government** – The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Contractor, or any other party pertaining to any matter resulting from the underlying contract.
4. **Privacy Act** – The following requirements apply to a Contractor and its employees that administer any system of records on behalf of the Federal Government under any contract.
 - A) The Contractor agrees to comply with, and assure the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC subsection 552a. The Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
 - B) The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with FTA funding.
5. **Access to Records and Reports** – The following access to records requirement apply to this Contract.
 - A) The Contractor agrees to provide the Authority, the FTA Administrator, the Comptroller General of the United States or any other authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examination, excerpts and transcriptions. Contractor also agrees, pursuant to 49C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives access to Contractor's records and construction sites pertaining to a major capital project, defined at 49U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49U.S.C. 5307, 5309, or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at \$100,000.
 - B) For any contract for a capital project or improvement entered into which was not the result of competitive bidding, the Contractor shall make available records related to the Contract to the Authority, the FTA and the Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.
 - C) The Contractor agrees to permit the authorized representatives to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonable needed.

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

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

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

7. **Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in the latest revision of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Authority requests which would cause the Authority to be in violation of the FTA terms and conditions.
8. **Clean Air** – (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. (7401 et seq.). The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA
9. **Federal Changes** – Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (4) dated October 1, 1997) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CHICAGO TRANSIT AUTHORITY IS A RECIPIENT OF FUNDS FROM THE FEDERAL TRANSPORTATION ADMINISTRATION (FTA) AND IS REQUIRED TO ADHERE TO THE BUY AMERICA REQUIREMENTS SET FORTH BELOW. CTA CANNOT CONSIDER A BID THAT DOES NOT INCLUDE AN EXECUTED BUY AMERICA CERTIFICATE.

49 CFR PART 661
BUY AMERICA REQUIREMENTS
SURFACE TRANSPORTATION ASSISTANCE ACT OF 1982, AS AMENDED

§661.1 Applicability

Unless otherwise noted, this part applies to all federally assisted procurements using funds authorized by the Urban Mass Transportation Act of 1964 as amended; 23 U.S.C. 103(e)(4); and section 14 of the National Capital Transportation Act of 1969, as amended.

§661.3 Definitions

ACT means the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424) as amended by section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. 100-17).

ADMINISTRATOR means the Administrator of FTA, or designee.

FTA means the Federal Transportation Administration.

GRANTEE means any entity that is a recipient of FTA funds.

MANUFACTURED PRODUCT means an item produced as a result of a manufacturing process.

MANUFACTURING PROCESS means the application of processes to alter the form or function of materials or elements of the product in a manner adding value and transforming those materials or elements so that they represent a new end product functionally different from that which would result from mere assembly of the elements or materials.

ROLLING STOCK means transit vehicles such as buses, vans, cars, railcars, trolley cars and buses, and ferry boats, as well as vehicles used for support services.

STURRA means the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Pub. L. No. 100-17).

UNITED STATES means the several States, the Commonwealth of Puerto Rico, the District of Columbia, Guam, American Samoa, the Virgin Islands, and the Commonwealth of the Northern Mariana Islands.

§661.5 General Requirements for steel and manufactured products

- (a) Except as provided in §661.7 and §661.11 of this part, no funds may be obligated by FTA for a grantee project unless all steel and manufactured products used in the project are produced in the United States.
- (b) All steel manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.
- (c) The steel requirements apply to all steel items including, but not limited to, structural steel, running rail and contact rail.
- (d) For a manufactured product to be considered produced in the United States:
 - (1) All of the manufacturing processes for the product must take place in the United States; and
 - (2) All items or materials used in the product must be of United States origin.

- §661.6 Certification requirements for procurement of steel or manufactured products
If steel or manufactured products (as defined in §661.3 and §661.5 of this part) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirements contained in §661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it will comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, and the applicable regulations in 49 CFR part 661.

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(a)

The bidder hereby certifies that it cannot comply with the requirements of section 165(a) of the Surface Transportation Assistance Act of 1982, as amended, but it may qualify for an exception to the requirements pursuant to section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 and regulations in 49 CFR part 661.7.

Date _____

Signature _____

Company Name _____

Title _____

§661.7 Waivers

- (a) Section 165(b) of the Act provides that the general requirements of section 165(a) shall not apply in four specific instances. This section sets out the condition for the three statutory waivers based on public interest, non-availability, and price-differential. Section 661.11 of this part sets out the conditions for the fourth statutory waiver governing the procurement of rolling stock and associated equipment.
- (b) Under the provisions of section 165(b)(1) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that their application would be inconsistent with the public interest. In determining whether the conditions exist to grant this public interest waiver, the Administrator will consider all appropriate factors on a case-by-case basis, unless a general exception is specifically set out in this part.
- (c) Under the provision of section 165(b)(2) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the materials for which a waiver is requested are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
 - (1) It will be presumed that the conditions exist to grant this non-availability waiver if no responsive and responsible bid is received offering an item produced in the United States.
 - (2) In the case of a sole source procurement, the Administrator will grant this non-availability waiver only if the grantee provides sufficient information which indicates that the item to be procured is only available from a single source or that the item to be procured is not produced in sufficient and reasonably available quantities of a satisfactory quality in the United States.

- (d) Under the provision of section 165(b)(4) of the Act, the Administrator may waive the general requirements of section 165(a) if the Administrator finds that the inclusion of a domestic item or domestic material will increase the cost of the contract between the grantee and its supplier of that item or material by more than 25 percent. The Administrator will grant this price-differential waiver if the amount of the lowest responsive and responsible bid offering the item or material that is not produced in the United States multiplied by 1.25 is less than the amount of the lowest responsive and responsible bid offering the item or material produced in the United States.
- (e) The four statutory waivers of section 165(b) of the Act as set out in this part shall be treated as being separate and distinct from each other.
- (f) The waivers described in paragraph (b) and (c) of this section may be granted for a component or subcomponent in the case of the procurement of the items governed by section 165(b)(3) of the Act (requirements for rolling stock). If a waiver is granted for a component or a subcomponent, that component or subcomponent will be considered to be of domestic origin for the purposes of §661.11 of this part.
- (g) The waivers described in paragraphs (b) and (c) of this section may be granted for a specific item or material that is used in the production of a manufactured product that is governed by the requirements of §661.5(d) of this part. If such a waiver is granted to such a specific item or material, that item or material will be treated as being of domestic origin.

§661.9 Application for Waivers

- (a) This section sets out the application procedures for obtaining all waivers, except those general exceptions set forth in this part for which individual applications are unnecessary and those covered by section 165(b)(3) of the Act. The procedures for obtaining an exception covered by section 165(b)(3) are set forth in §661.11 of this part.
- (b) A bidder who seeks to establish grounds for an exception must seek the exception, in a timely manner, through the grantee.
- (c) Except as provided in paragraph (d) of this section, only grantee may request a waiver. The request must be in writing, include facts and justification to support the waiver, and be submitted to the Administrator through the appropriate Regional Office.
- (d) FTA will consider a request for a waiver from a potential bidder or supplier only if the waiver is being sought under §661.7(f) or (g) of this part.
- (e) The Administrator will issue a written determination setting forth the reasons for granting or denying the exception request. Each request for an exception, and FTA's action on the request, are available for public inspection under the provisions of 49 CFR part 601, subpart C.

§661.10 Determination of qualification under section 337(a)(2)(B) of the STURAA

- (a) A supplier or contractor that qualifies under the provisions of section 337(a)(2)(B) because it had supplied an item that complied with the provisions of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 or under section 401 of the Surface Transportation Assistance Act of 1978 must certify to this qualification when its bid or offer is submitted. Such certification must accompany the certification set forth in §661.12 of this part.
- (b) A supplier or contractor that qualifies as a successor in interest or assignee under the provisions of section 337(a)(2)(B) of the STURAA is one to which has been transferred the substantial assets, such as contracts and work in progress, designs and technology, and manufacturing plants and staff, or a previously existing company. The mere acquisition of an established trade name by an existing business enterprise does not qualify as a successor in interest. A supplier or contractor adoption of a new corporate name while maintaining continuity in ownership and assets qualifies the supplier or contractor as a successor in interest.

- (c) Any supplier or contractor wishing to claim that it is a successor in interest or assignee under the provisions of paragraph (b) of this section must provide FTA with sufficient documentation to support its claim. If FTA determines that a supplier or contractor does qualify as a successor in interest or assignee, FTA will publish notice of this determination in the Federal Register.

§661.11 Rolling Stock procurement

- (a) The provisions of §661.5 of this part do not apply to the procurement of buses and other rolling stock (including train control, communication, and traction power equipment), if the cost of components which are produced in the United States is more than 50 percent of the cost of all of the components and final assembly takes place in the United States.
- (b) Except as provided in paragraph(c) of this section, the domestic content requirement is 55% for contracts entered in to after October 1, 1989, and 60% for contracts entered into after October 1, 1991.
- (c) The domestic content requirement will be 60% for contracts entered into after April 1, 1992, with any supplier or contractor or any successor in interest or assignee, as determined under the provisions of §661.10 of this part, which complied with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982 or section 401 of the Surface Transportation Assistance Act of 1978 before April 2, 1987.
- (d) The increased domestic content requirements in paragraph (b) and (c) of this section also apply to the domestic content requirements for the components set forth in paragraphs (i), (k), and (n) of this section.
- (e) A component is any article, material, or supply, whether manufactured or unmanufactured, that is directly incorporated into an end product at the final assembly location.
- (f) A component may be manufactured at the final assembly location if the manufacturing process to produce the component is a separate and distinct activity from the final assembly of the end product.
- (g) A component is considered to be manufactured if there are sufficient activities taking place to advance the value or improve the condition of the subcomponents of that component; that is, if the subcomponents have been substantially transformed or merged into a new and functionally different article.
- (h) Except as provided in paragraph (m) of this section, a subcomponent is any article, material, or supply, whether manufactured or unmanufactured, that is one step removed from a component (as defined in paragraph (e) of this section) in the manufacturing process and that is incorporated directly into a component.
- (i) For a component to be of domestic origin more than 50 percent of the subcomponents of that component, by cost, must be of domestic origin and the manufacture of the component must take place in the United States. If, under the terms of this part, a component is determined to be of domestic origin, its entire cost may be utilized in calculating the cost of domestic content of an end product.
- (j) A subcomponent is of domestic origin if it is manufactured in the United States.
- (k) If a subcomponent manufactured in the United States is exported for inclusion in a component that is manufactured outside the United States and it receives tariff exemptions under the procedures set forth in 19 CFR 10.11-10.24, the subcomponent retains its domestic identity and can be included in the calculation of the domestic content of an end product even if such a subcomponent represents less than 50% of the cost of a particular component.

- (l) If a subcomponent manufactured in the United States is exported for inclusion in a component manufactured outside the United States and it does not receive tariff exemption under the procedures set forth in 19 CFR 10.11-10.24, the subcomponent loses its domestic identity and cannot be included in the calculation.
- (m) Raw materials produced in the United States and then exported for incorporation into a component are not considered to be a subcomponent for the purposes of calculating domestic content. The value of such raw materials is to be included in the cost of the foreign component.
- (n) If a component is manufactured in the United States but contains less than 50% domestic subcomponents, by cost, the cost of the domestic subcomponents and the cost of manufacturing the component may be included in the calculation of the domestic content of the end product.
- (o) For the purposes of this section, except as provided in paragraph (q) of this section:
 - (1) The cost of a component or a subcomponent is the price that a bidder or offeror must pay to a subcontractor or supplier for that component or subcomponent. Transportation costs to the final assembly location must be included in calculating the cost of a component. Applicable duties must be included in determining the cost of foreign components and subcomponents.
 - (2) If a component or subcomponent is manufactured by the bidder or offeror, the cost of the component is the cost of labor and materials incorporated into the component or subcomponent, an allowance for profit, and the administrative and overhead costs attributable to that component or subcomponent under normal accounting principles.
- (p) The cost component of foreign origin is set at the time the bidder or offeror executes the appropriate Buy America certificate.
- (q) The cost of a subcomponent which retains its domestic identity consistent with paragraph (1) of this section shall be the cost of the subcomponent when last purchased, f.o.b. United States port of exportation or point of border crossing, as set out in the invoice and entry papers, or, if no purchase was made, the value of the subcomponent at the time of its shipment for exportation, f.o.b. United States port of exportation or point of border crossing, as set out in the invoice and entry papers.
- (r) In accordance with section 165(c) of the Act, labor costs involved in final assembly shall not be included in calculating component costs.
- (s) The actual cost, not the bid prices, of a component is to be considered in calculating domestic content.
- (t) Final assembly is the creation of the end product from individual elements brought together for that purpose through application of manufacturing processes. If a system is being procured as the end product by the grantee, the installation of the system qualifies as final assembly.
- (u) An end product means any item subject to section 165(b)(3) of the Act, that is to be acquired by the grantee, as specified in the overall project contract.
- (v) Train control equipment includes, but is not limited to, the following equipment:
 - (1) Mimic board in central control
 - (2) Dispatchers console
 - (3) Local control panels
 - (4) Station (way side) control relay cabinets
 - (5) Terminal dispatcher machines
 - (6) Cable/ cable trays
 - (7) Switch machines
 - (8) Way side signals
 - (9) Impedance bonds

- (10) Relay rack bungalows
 - (11) Central computer control
 - (12) Brake equipment
 - (13) Brake systems
- (w) Communications equipment includes, but is not limited to, the following equipment:
- (1) Radios
 - (2) Space station transmitter and receivers
 - (3) Vehicular and hand-held radios
 - (4) PABX telephone switching equipment
 - (5) PABX telephone instruments
 - (6) Public address amplifiers
 - (7) Public address speakers
 - (8) Cable transmission system cable
 - (9) Cable transmission system multiplex equipment
 - (10) Communication console at central control
 - (11) Uninterruptible power supply inverters/ rectifiers
 - (12) Uninterruptible power supply batteries
 - (13) Data transmission system central processors
 - (14) Data transmission system remote terminals
 - (15) Line printers for data transmission system
 - (16) Communication systems monitor test panel
 - (17) Security console at central control
- (x) Traction power equipment includes, but is not limited to, the following:
- (1) Primary AC switch gear
 - (2) Primary AC transformers (rectifier)
 - (3) DC switch gear
 - (4) Traction power console and CRT display system at central control
 - (5) Bus ducts with buses (AC and DC)
 - (6) Batteries
 - (7) Traction power rectifier assemblies
 - (8) Distribution panels (AC and DC)
 - (9) Facility step-down transformers
 - (10) Motor control centers (facility use only)
 - (11) Battery Chargers
 - (12) Supervisory control panel
 - (13) Annunciator panels
 - (14) Low voltage facility distribution switch board
 - (15) DC connect switches
 - (16) Negative bus boxes
 - (17) Power rail insulators
 - (18) Power cables (AC and DC)
 - (19) Cable trays
 - (20) Instrumentation for traction power equipment
 - (21) Connectors, tensioners, and insulators for overhead power wire systems
 - (22) Negative drainage boards
 - (23) Inverters
 - (24) Traction motors
 - (25) Propulsion gear boxes
 - (26) Third rail pick-up equipment
 - (27) Pantographs
- (y) The power or third rail is not considered traction power equipment and is thus subject to the requirements of section 165(a) of the Act and the requirements of §661.5 of this part.

- (z) A bidder on a contract for an item covered by section 165(b)(3) of the Act who will comply with section 165(b)(3) and regulations in this section is not required to follow the application for waiver procedures set out in §661.9 of this part. In lieu of these procedures, the bidder must submit the appropriate certificate required by §661.12 of this part.

Appendix A to §661.11 – General Waivers

- (a) The provisions of §661.11 of this part do not apply when foreign-sourced spare parts for buses and other rolling stock (including train control, communication, and traction power equipment) whose total cost is 10 percent or less of the overall project contract cost are being procured as part of the same contract for the major capital item.

Appendix B to §661.11 – Typical Components of Buses

The following is a list of items that typically would be considered components of a bus. This list is not all-inclusive.

Engines, transmissions, front axle assemblies, rear axle assemblies, drive shaft assemblies, front suspension assemblies, rear suspension assemblies, air compressor and pneumatic systems, generator/ alternator and electrical systems, steering system assemblies, front and rear air brake assemblies, air conditioning compressor assemblies, air conditioning evaporator/ condenser assemblies, heating systems, passenger seats, driver's seat assemblies, window assemblies, entrance and exit door assemblies, door control systems, destination sign assemblies, interior lighting assemblies, front and rear end cap assemblies, front and rear bumper assemblies, specialty steel (structural steel tubing, etc.), aluminum extrusions, aluminum, steel or fiberglass exterior panels, and interior trim, flooring, and floor coverings.

Appendix C to §661.11 – Typical Components of Rail Rolling Stock

The following is a list of items that typically would be considered components of rail rolling stock. This list is not all-inclusive.

Car shells, main transformer, pantographs, traction motors, propulsion gear boxes, interior linings, acceleration and braking resistors, propulsion controls, low voltage auxiliary power supplies air conditioning equipment, air brakes compressors, brake controls, foundation brake equipment, articulation assemblies, train control system, window assemblies, communication equipment, lighting, seating, door actuators and controls, couplers and draft gear, trucks, journal bearings, axles, diagnostic equipment, and third rail pick-up equipment.

- §661.12** Certification requirements for procurement of buses, other rolling stock and associated equipment
If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each bidder in accordance with the requirement contained in §661.13(b) of this part.

CERTIFICATE OF COMPLIANCE WITH SECTION 165(b)(3)

The bidder hereby certifies that it will comply with requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11

Date _____

Signature _____

Company Name _____

Title _____

CERTIFICATE OF NON-COMPLIANCE WITH SECTION 165(b)(3)

The bidder hereby certifies that it cannot comply with the requirements of section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirement consistent with section 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

§661.11 Grantee responsibility

- (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA.
- (b) The grantees shall include in its bid specification for procurement within the scope of these regulations an appropriate notice of the Buy America provision. Such specifications shall require as a condition of responsiveness, that the bidder or offeror submit with the bid a completed Buy America certificate in accordance with §661.6 or §661.12 of this part, as appropriate.
- (c) Whether or not a bidder or offeror certifies that it will comply with the applicable requirement, such bidder or offeror is bound by its original certification and is not permitted to change its certification after bid opening. A bidder or offeror that certifies that it will comply with the applicable Buy America requirements is not eligible for a waiver of those requirements.

§661.14 Investigation procedures

- (a) It is presumed that a bidder who has submitted the required Buy America certificate is complying with the Buy America provision. A false certification is a criminal act in violation of 18 U.S.C. 1001.
- (b) Any party may petition FTA to investigate the compliance of a successful bidder with the bidder's certification. That party ("the petitioner") must include in the petition a statement of the grounds of the petition and any supporting documentation. If FTA determines that the information presented in the petition indicates that the presumption in paragraph (a) of this section has been overcome, FTA will initiate an investigation.
- (c) In appropriate circumstances, FTA may determine on its own to initiate an investigation without receiving without receiving a petition from a third party.
- (d) When FTA determines under paragraph (b) or (c) of this section to conduct an investigation, it requests that the grantee require the successful bidder to document its compliance with its Buy America certificate. The successful bidder has the burden of proof to establish that it is in compliance. Documentation of compliance is based on specific circumstances of each investigation, and FTA will specify the documentation required in each case.
- (e) The grantee shall reply to the request under paragraph (d) of this section within 15 working days of the request. The investigated party may correspond directly with FTA during the course of investigation if it informs the grantee that it intends to do so, and if the grantee agrees to such action in writing. The grantee must inform FTA, in writing, that the investigated party will respond directly to FTA. An investigated party may provide confidential or proprietary information (see paragraph (1) of this section) directly to FTA while providing other information required to be submitted as part of the investigation through the grantee.
- (f) Any additional information requested by FTA must be submitted within 5 working days after the receipt of such request unless specifically exempted by FTA.

- (g) The grantee's reply (or that of the bidder) will be transmitted to the petitioner. The petitioner may submit comments on the reply to FTA within 10 working days after receipt of the reply. The grantee and the low bidder will be furnished with a copy of the petitioner's comments, and their comments must be received by FTA within 5 working days after receipt of the petitioner's comments.
- (h) The failure of a party to comply with the time limits stated in this section may result in resolution of the investigation without consideration of untimely filed comments.
- (i) During the course of an investigation, with appropriate notification to affected parties, FTA may conduct site visits of manufacturing facilities and final assembly locations as it considers appropriate.
- (j) FTA will, upon request, make available to any interested party information bearing on the substance of the investigation which has been submitted by the petitioner, interested parties or grantees, except to the extent that withholding of information is permitted or required by law or regulations.
- (k) If a party submitting information considers that the information submitted contains proprietary material which should be withheld, a statement advising FTA of this fact may be included, and the alleged proprietary information must be identified wherever it appears. Any comments on the information provided shall be submitted within a maximum of ten days.
- (l) For purposes of paragraph (j) of this section, confidential or proprietary material is any material or data whose disclosure could reasonably be expected to cause substantial competitive harm to the party claiming that the material is confidential or proprietary.
- (m) When a petition for investigation has been filed before award, the grantee will not make an award before resolution of the investigation, unless the grantee determines that:
 - (1) The items to be procured are urgently required;
 - (2) Delivery or performance will be unduly delayed by failure to make the award promptly; or
 - (3) Failure to make prompt award will otherwise cause undue harm to the grantee or the Federal Government.
- (n) In the event that the grantee determines that the award is to be made during the pendency of an investigation, the grantee will notify FTA before making such award. FTA reserves the right not to participate in the funding of any contract awarded during the pendency of an investigation.
- (o) Initial decisions by FTA will be in written form. Reconsideration of an initial decision of FTA may be requested by any party involved in an investigation. FTA will reconsider a decision only if the party requesting reconsideration submits new matters of fact or points of law that were not known or available to the party during the investigation.

A request for reconsideration of decision of FTA shall be filed no later than ten(10) working days after the initial written decision. A request for reconsideration will be subject to the procedures in this section consistent with the need for prompt resolution of the matter.

§681.17 Failure to comply with certification

If a successful bidder fails to demonstrate that it is in compliance with its certification, it will be required to take the necessary steps in order to achieve compliance. If a bidder takes these necessary steps, it will not be allowed to change its original bid price. If a bidder does not take the necessary steps, it will not be awarded the contract if the contract has not yet been awarded, and it is in breach of contract if a contract has been awarded.

§681.19 Sanctions

A willful refusal to comply with a certification by a successful bidder may lead to the initiation of debarment or suspension proceedings under part 29 of this title.

§661.20 Rights of third parties

The sole right of any third party under the Buy America provision is to petition FTA under the provisions of §661.15 of this part. No third party has any additional right, at law or equity, for any remedy including, but not limited to, injunction, damages, or cancellations of Federal grant contracts of the grantee.

§661.21 State Buy America provision

- (a) Except as provided in paragraph (b) of this section, any State may impose more stringent Buy America or Buy National requirements than contained in section 165 of the Act and the regulations in this part.
- (b) FTA will not participate in contracts governed by the following:
 - (1) State Buy America or Buy National preference provisions which are not as strict as the Federal requirements.
 - (2) State and local Buy National of Buy America preference provisions which are not explicitly set out under State law. For example, administrative interpretations of non-specific State legislation will not control.
 - (3) State and local Buy Local preference provisions.

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

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

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

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

B. Definitions for purposes of this section -

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

C. Submission of Protest

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

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

Protest should be submitted to:

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

D. Types of Protests and Timing

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

1. Protest regarding solicitation

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

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

2. Protests regarding bid evaluation

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

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

3. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

2. Decisions by Authority

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

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

After review of a bid protest submitted under this section, the Authority will issue a written decision on the basis of the information provided by the protestor, the results of any meetings with the protestor, and the Authority's own investigation. If the protest is upheld, the Authority will take appropriate action to correct the procurement process and protect the rights of the protestor, including resolicitation of bids, revised evaluation of bids or Authority determinations, or termination of the contract. If the 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 protestor knew or should have known of the violation.

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

SPECIAL CONDITIONS

SPECIFICATION NO. CTA 33-14
CONTRACT NO. B14FR00096

PERFORMANCE/PAYMENT BOND

None required.

PROPOSAL PAGE PREPARATION

Bidder shall state on the Proposal Page attached their unit price per ton for delivery of AREMA #3 crushed limestone ballast used to maintain and repair the rapid transit track system wide. Pricing is to be listed for the first (12) months, the second (12) months, and the third (12) months of the contract period. Prices quoted shall include all applicable charges and represent the firm delivered price.

DELIVERY

Deliveries of the crushed limestone ballast shall be made to any CTA location as directed on each individual release in the Chicagoland Metropolitan Area serviced by the Chicago Transit Authority. Deliveries may be required during any hour of the day or night as indicated on the Proposal Page. **However, please note that in the past CTA has requested WEEKDAY deliveries only.**

The Contractor is to have the material awarded under this contract available for shipment to the Authority on an “as needed basis”. The Contractor is to deliver an ordered quantity of the requested material to the Authority the following day from receipt of a purchase order release.

DURATION

This contract shall become effective on the date of execution and will continue in effect for a period of up to thirty-six (36) months.

EXPENDITURE

Based upon previous usage, CTA estimates an expenditure of approximately \$365,000.00 over an up to thirty-six (36) month period under this contract. This figure is provided for your information and in no way represents a commitment from CTA to purchase a specific dollar value of crushed limestone. Periodic releases will be issued over the period of this contract. The actual usage on this contract may fluctuate widely from the previous or expected expenditures.

BASIS OF AWARD

Bids will be evaluated based on the price per ton submitted for weekday delivery during normal business hours. The 1st year, 2nd year, and 3rd year pricing submitted will be averaged before being evaluated. Award will be made to the overall lowest responsive and responsible bidder, including escalation.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 33-14

CONTRACT NO. B14FR00096

WAITING TIME

Waiting time charges shall apply in excess of thirty (30) minutes for each truck delivering stone according to a delivery schedule determined by the CTA. Waiting time for which the Contractor shall be compensated shall begin thirty (30) minutes after arrival of the truck, or thirty (30) minutes after the time specified by the Authority, whichever is later. **Note, however that CTA has little or no occurrence of this happening on the past contract.**

PAYMENT

The Contractor shall submit an invoice for each release for acceptable and approved material delivered. Payment will be made upon receipt by Chicago Transit Authority Accounts Payable of Invoices and Received Report that the material has been received as specified and is in good condition. Payments will be made Net 30 days after final acceptance of material/service or receipt of Contractor's invoice by CTA, 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/service, whichever is later. If the Contractor does not complete the payment terms listed on the Proposal Page (P-2), then payment shall be rendered as Net thirty (30) days. Invoices must be presented only by the vendor to which a purchase order is awarded. Invoices received from a third party will not be honored unless prior written approval from the Purchasing Agent has been obtained.

DELIVERY: RELEASE NOTICE

Periodic Release Notices will be issued against the contract, which will be the Contractor's authority to provide the product. Contractor is not to start the work without first receiving a release from CTA. CTA's primary method of issuing releases will be via e-mail. No paper release(s) will be generated. The Contractor is to provide a dedicated e-mail address on the proposal page, P-2 for receipt of the release(s). The Contractor is to confirm receipt of release(s) to PurchasingDepartment@transitchicago.com.

ELECTRONIC FUND TRANSFER

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 33-14
CONTRACT NO. B14FR00096

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 thirty (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.

TERMINATION FOR CAUSE

The Authority may, by written notice of default to the Contractor, terminate the whole or part of this Agreement in the following circumstances:

- a) If the Contractor fails to perform the services as specified herein at or within the times specified herein or therein of any extensions thereof;
- b) If the Contractor fails to perform the services in the manner specified herein;
- c) If the Contractor fails to perform any other provision of the Agreement for any reason whatsoever, or fails to perform or keep any other covenant required to be performed or kept, and in either of these instances does not cure such failure within a period of ten (10) working days (or such longer period of time as may be authorized by the Authority in writing) after receipt of written notice of default from the Authority specifying such failure.

In the event of termination, Contractor's performance hereunder shall cease, and the Contractor shall prepare a final invoice reflecting the services actually furnished to the satisfaction of the Authority that have not appeared on a previous invoice. The Authority agrees to pay the Contractor, in accordance herewith and as reflected on said invoices, for services actually furnished, less payment of any compensation previously paid and less any costs or damages incurred by the Authority as a result of such default, including, without limitation, any amount necessary to obtain suitable substitute and replacement Contractors in excess of the cost had the Contractor satisfactorily completed the Agreement.

ETHICS ORDINANCE

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

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 33-14

CONTRACT NO. B14FR00096

ACCOUNTING SERVICES

The contract issued to the successful Bidder will state the total expenditure authorization on the signed acceptance page. Contractor shall notify the 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. Contractor shall be liable for any costs incurred as a result of his failure to either notify the Authority or accepting requests not authorized by the General Manager, Purchasing.

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.

ACCESS TO RECORDS

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

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.

Prior to entering into a contract with another agency in connection with this provision, the Authority recommends, but does not require, that the Contractor ask the other agency to confirm that it has determined that the use of this provision is in compliance with all applicable procurement rules and regulations, including the rules and regulations of any grantor such as the Federal Transit Administration. The Authority makes no warranty or representation that the Authority's selection process for this Contract will achieve such compliance.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 33-14

CONTRACT NO. B14FR00096

FREEDOM OF INFORMATION ACT NOTICE

CTA is subject to the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* ("FOIA"), which enables the public to request and obtain records from CTA. FOIA requires, upon request, the public disclosure of any non-exempt information in bid materials, contracts, invoices and payment records (among other records). See Section 7 and 7.5 of FOIA, 5 ILCS 140/7 and 7.5, for a complete list of the exemptions available under FOIA.

Bid materials become the property of the CTA when submitted and cannot be returned. Because the sealed bid materials submitted to CTA in connection with this procurement will be opened at a public bid opening, all contents of the bid materials will be publicly viewable at the bid opening. All bid materials and any subsequent contract (including any later amendments thereto) will be subject to public disclosure under FOIA upon request, without any further notice to you, after the successful bidder and CTA have executed a written contract. CTA may also publish the content of the bid materials and any subsequent contract in connection with this procurement, in whole or in part, on its website or in any other format without any further notice to you.

If you have any questions regarding the FOIA process at CTA, please contact CTA's Freedom of Information Officer at (312) 681-2809 or via e-mail at FOIA@transitchicago.com.

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 14 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 14 calendar days of the date that the Contractor has received payment from CTA.
- B) In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than 14 calendar days after the Subcontractor has, in the opinion of the Chief Infrastructure Officer, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within 14 calendar days of the date that the Subcontractor has, in the opinion of the Chief Infrastructure Officer, satisfactorily completed its portion of the Work.
- C) A delay in or postponement of payment to the Subcontractor requires good cause and prior written approval of the General Manager, Purchasing.

SPECIAL CONDITIONS (Continued)

SPECIFICATION NO. CTA 33-14
CONTRACT NO. B14FR00096

PROMPT PAYMENT TO SUBCONTRACTORS (Continued)

- 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.

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
CRUSHED LIMESTONE BALLAST
CTA SPECIFICATION NO. 0033-14

1. SCOPE

- 1.1 This specification covers crushed limestone ballast for railroad track throughout the Chicago Transit Authority.

2. CRUSHED LIMESTONE BALLAST

- 2.1 Crushed limestone furnished for ballast applications shall meet the American Railway Engineering and Maintenance-of-Way Association (AREMA) Volume 1, Part 2 requirements for limestone ballast, except as modified in 2.1.1.

- 2.1.1 Soundness of the prepared ballast shall be such that when tested for the sodium sulphate soundness test in accordance with ASTM C 88, weighted average loss shall not exceed fifteen (15%) percent after five (5) cycle tests.

- 2.2 Slag or similar metal bearing rock will not be accepted.

3. GRADATION

- 3.1 The ballast shall be graded to the size standard and tolerance for AREMA Number 3.

4. APPROVED AND NON-APPROVED ITEM INFORMATION

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

5. ADDITIONAL INFORMATION FOR POTENTIAL BIDDERS

- 5.1 The current version of the standards referenced in this specification at the time of Invitation for Bid shall apply.

- 5.2 Contractor should refer to the Contract Documents for the particular ballast and screenings that are to be provided under the given contract.
- 5.3 Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract Document. Potential Bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential Bidders who contact any CTA personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

Distribution: Mgr., Track Maintenance
Mgr., Track Engineering

Initial Spec. - 10/27/49
JH,CW,LR/lr – 20th Revision – 04/02/14

PROPOSAL

SPECIFICATION NO. CTA 33-14
CONTRACT NO. B14FR00096

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 AREMA # 3 Crushed Limestone Ballast, to be released as required, F.O.B. Destination, as described in these General and Special Conditions and Detail Specification No. CTA 33-14 at the firm and fixed unit price set forth below. This Contract shall be effective on date of execution and will continue in effect for a period of up to thirty-six (36) months.

TRUCKLOAD DELIVERIES – WEEKDAYS PRICE PER TON

	<u>AREMA # 3 Limestone Ballast</u>
(1 ST (12) MONTHS)	
0800-1630	\$ _____
1630-0800	\$ _____
(2 ND (12) MONTHS)	
0800-1630	\$ _____
1630-0800	\$ _____
(3 RD (12) MONTHS)	
0800-1630	\$ _____
1630-0800	\$ _____

TRUCKLOAD DELIVERIES – SATURDAYS, SUNDAYS & HOLIDAYS PRICE PER TON

1 ST (12) MONTHS	\$ _____
2 ND (12) MONTHS	\$ _____
3 RD (12) MONTHS	\$ _____

PROPOSAL (Continued)

SPECIFICATION NO. CTA 33-14
CONTRACT NO. B14FR00096

WAITING TIME CHARGES PER HOUR
AFTER 30 MINUTES

	<u>WEEKDAYS</u>	<u>SATURDAY</u>	<u>SUNDAYS & HOLIDAYS</u>
1 st TWELVE (12) MONTHS	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.
2 nd TWELVE (12) MONTHS	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.
3 rd TWELVE (12) MONTHS	\$ _____ / hr.	\$ _____ / hr.	\$ _____ / hr.

NAME OF COMPANY BIDDING: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PERSON TO CONTACT: _____ PHONE NO: _____

E-MAIL ADDRESS FOR RELEASE(S): _____

GENERAL E-MAIL ADDRESS IF DIFFERENT FROM ABOVE: _____

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

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

Signature and Title of Authorized Official

Date

**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 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 _____

Address: _____

Local Contact Person:

Title: _____

Phone Number: () _____ - _____ Fax Number: () _____ - _____

How many years has your company been in business? _____

How many employees? _____ **Annual Sales?** _____

by

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.

Telephone[illegible]

For Insertion into Solicitation Documents for all “Invitation for Bid” (IFB) procurements:

FREEDOM OF INFORMATION ACT NOTICE

CTA is subject to the requirements of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* (“FOIA”), which enables the public to request and obtain records from CTA. FOIA requires, upon request, the public disclosure of any non-exempt information in bid materials, contracts, invoices and payment records (among other records). *See* Section 7 and 7.5 of FOIA, 5 ILCS 140/7 and 7.5, for a complete list of the exemptions available under FOIA.

Bid materials become the property of the CTA when submitted and cannot be returned. Because the sealed bid materials submitted to CTA in connection with this procurement will be opened at a public bid opening, all contents of the bid materials will be publicly viewable at the bid opening. All bid materials and any subsequent contract (including any later amendments thereto) will be subject to public disclosure under FOIA upon request, without any further notice to you, after the successful bidder and CTA have executed a written contract. CTA may also publish the content of the bid materials and any subsequent contract in connection with this procurement, in whole or in part, on its website or in any other format without any further notice to you.

If you have any questions regarding the FOIA process at CTA, please contact CTA’s Freedom of Information Officer at (312) 681-2809 or via e-mail at FOIA@transitchicago.com.

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.

Signature of Bidder: _____
(Signature of Bidder)

Name of Bidder: _____
(Print or Type)

Business Address: _____
(Print or Type Street Address)

(Print or Type City, State and Zip Code)

State of _____

County of _____

Signed and Sworn to before me on:

by _____
(Printed name of Authorized Officer)

(Signature of Notary Public)

(NOTARIAL SEAL)

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)

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** _____, 2014, at Chicago, Illinois

Vice President, Purchasing

President

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

Attorney