

CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 a.m. on Wednesday, October 1, 2014, at which time all such bids will be opened publicly and read aloud:

Req No: B14FT03573, Spec. No. CTA 6839-14
Furnish and Deliver Repair and Replacement Parts, tools and accessories for Kenwood Mobile and Portable Radio Communication Equipment, to be released as required for a period of up to 36 months from date of contract execution.

PROPOSAL GUARANTEE: NONE

For additional information, please contact John Hegg, Procurement Administrator, 312/681-2433.

- Req No: B14FR00012, Spec. No. CTA 1360-14, 1560-14, 1400-14, 2977-14, 2978-14 & 0081-14
Yellow Pine and Red Oak Ties as required for a period of up to 36 months from date of contract execution.

PROPOSAL GUARANTEE: NONE

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

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.

(2)

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Ellen McCormack
Vice President
Purchasing & Supply Chain

September 10, 2014



PROCUREMENT SPECIFICATIONS AND CONTRACT DOCUMENT FOR

YELLOW PINE AND RED OAK TIES AS REQUIRED FOR A PERIOD OF UP TO
36 MONTHS FROM DATE OF CONTRACT EXECUTION.

REQUISITION NO.: B14FR00012

SPECIFICATION NOS.: CTA 1360-14, 1560-14,
1400-14, 2977-14, 2978-14 & 0081-14

DRAWING NO.: None

PROJECT NO.: None

INSURANCE REQUIRED: No

BID DEPOSIT AMOUNT: None

INFORMATION:

Procurement Administrator: Anthony Saracco

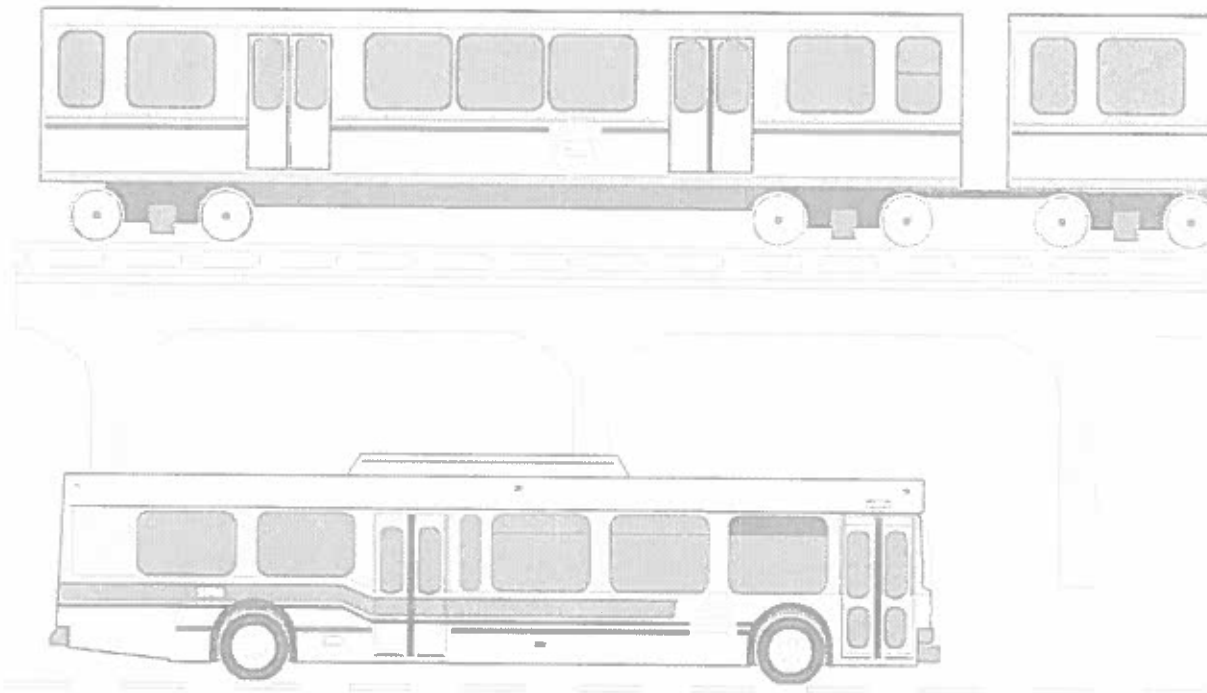
Phone Number: (312) 681-2454

BID PACKAGES TO BE RETURNED TO:

By Mail, In Person Drop-off or Delivery Service

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

All Signatures to be sworn before a Notary Public



ISSUED BY

Purchasing Department, Chicago Transit Authority
567 W. Lake Street, Chicago IL 60661-1498
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: B14FR00012**

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: 2%**
- 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@ihccbuisness.net Website: www.ihccbuisness.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

Phone

On this

day of

, 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.

AFFIDAVIT OF PROMPT PAYMENT

The undersigned affirms, to the best of his/her knowledge and belief, that:

- (1) The undersigned understands and agrees that the Prime Contractor is required to pay all Subcontractors for all work that any Subcontractor has satisfactorily completed no later than 14 business days after the Prime Contractor has received payment from the Authority.
- (2) The undersigned understands and agrees that the Prime Contractor is required to pay all retainage amounts, if any, to the all Subcontractors no later than 14 business days after any Subcontractor has satisfactorily completed its portion of the work, whether or not the Authority has paid the Prime Contractor for that portion of the work.
- (3) The undersigned understands and agrees that any delay in or postponement of payment to any Subcontractor by the Prime Contractor requires good cause and prior written approval of the General Manager, Purchasing.
- (4) The undersigned understands and agrees that the Authority will not pay the Prime Contractor for Services performed or Deliverables submitted unless and until the Prime Contractor certifies that the Subcontractors have been promptly paid for the work or services they have performed under all previous payment requests, as evidenced by the filing with the Authority the Prime Contractor's sworn statement that he/she has complied with the prompt payment requirements.

The undersigned solemnly declares and affirms under penalty of perjury that the above and foregoing are true and correct, and that he or she is authorized on behalf of the Prime Contractor to make this affidavit.

(Name of Prime Contractor)

(Signature)

(Name and Title of Affiant)

(Date)

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

is personally known to me as the person described in the foregoing Affidavit, acknowledged that he/she executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS OF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____

SEAL

STANDARD GOVERNMENT REQUIREMENTS FOR MATERIAL AND EQUIPMENT PURCHASES

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

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

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

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

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

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

- H. SPECIFIC MATERIALS AND/ OR SPECIFIC EQUIPMENT.** Wherever in these Specification an article, equipment or material is defined by describing a proprietary product or by using the name of a manufacturer or vendor or trade name including catalogue numbers and/ or part numbers and/ or drawing numbers, the term "or equal" if not inserted shall be implied. The specific article, equipment or material mentioned shall be understood as establishing the type, function and minimum standard of design, efficiency, quality and performance desired and shall not be construed in such a manner as to exclude manufacturer's products or comparable design, efficiency, quality and performance. CTA engineers shall decide whether or not the article, equipment or material proposed by the bidder or contractor is equal to that specified in the Specification.
- I. TERMINATION OF CONTRACT.** Chicago Transit Authority reserves the right to terminate this contract at any time after date of contract, with or without cause, by giving the contractor, in writing, a notice of termination. The notice shall be mailed certified to the contractor at his business address, and the effective date of termination shall be the date of receipt of the notice as shown on the certified mail return receipt. The Chicago Transit Authority shall pay the contractor for the sums then due for acceptable services performed in accordance with this contract and costs incurred in connection therewith up to the termination date.
- J. CARGO PREFERENCE – USE OF UNITED STATES-FLAG VESSELS.** The contractor agrees:
1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
 2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime contractor in the case of subcontractor bill-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
- K. PATENT RIGHTS**
1. Contractors may reserve a revocable, nonexclusive, royalty-free license in each patent application filed in any country or each invention subject to this clause and resulting patent in which the government acquires title. The license shall extend to the third-party contractor's domestic subsidiaries and affiliates, if any, within the corporate structure of which the third-party contractor is a part and shall include the right to grant sublicenses of the same scope to the extent the third-party contractor was legally obligated to do so at the time the contract was awarded. The license shall be transferable only with approval of FTA except when transferred to the successor of that part of the third party contractor's business to which the invention pertains.
 2. The third-party contractor's nonexclusive domestic license retained pursuant to paragraph (1) of this clause may be revoked or modified by FTA to the extent necessary to achieve expeditious practical application of the subject invention under 41 C.F.R. 101-4. 103-3 pursuant to an application for exclusive license submitted in accordance with 41 C.F.R. 101-4. 104-3. This license shall not be revoked in that field of use and/or the geographical areas in which the third-party contractor has brought the invention to the point of practical application and continues to make the benefits of the invention reasonably accessible to the public. The third-party contractor's nonexclusive license in any foreign country reserved pursuant to paragraph (1) of this clause may be revoked or modified at the discretion of FTA to the extent the third-party contractor or his domestic subsidiaries or affiliates have failed to achieve the practical application of the invention in that foreign country.
 3. Before modification or revocation of the license, pursuant to paragraph (2) of this clause, FTA shall furnish the third-party contractor a written notice of its intention to modify or revoke the license and the third-party contractor shall be allowed 30 days (or such longer period as may be authorized by FTA for good cause shown in writing by the third-party contractor) after the notice to show cause why the license should not be modified or revoked. The third-party contractor shall have the right to appeal, in accordance with procedures prescribed by FTA any decision concerning the modification or revocation of his license.

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION REQUIREMENTS

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

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

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

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

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

7. **Incorporation of Federal Transit Administration (FTA) Terms** – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in 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.

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

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

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

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

B. Definitions for purposes of this section -

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

C. Submission of Protest

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

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

Protest should be submitted to: **General Manager Purchasing
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661-1498**

D. Types of Protests and Timing

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

1. Protest regarding solicitation

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

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

2. Protests regarding bid evaluation

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

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

3. Protests Regarding Award of Contract

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

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

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

2. Decisions by Authority

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

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

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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

SPECIAL CONDITIONS

**SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14
CONTRACT NO. B14FR00012**

PERFORMANCE BOND/INSURANCE

None required.

DELIVERY

Deliveries shall be made to Chicago Transit Authority location designated on each release. Delivery to be on weekdays between the hours of 7:00 a.m. to 3:00 p.m. (no holidays). The Contractor is to deliver an ordered quantity to the Authority within 180 calendar days (excluding CTA recognized holidays) after receipt of a purchase order release.

Note: The Authority hereby commits to the minimum order quantity per release of one full truckload for both Group A and Group B. A truckload shall be considered to be a semi-truck of 45,000 lbs. or 8,000 board feet.

CTA Lot No. 1530602, Hardwood Tie Plugs, when ordered separately, shall have a minimum order quantity per release of 40 bundles.

DELIVERY: RELEASE NOTICE

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

PACKAGING AND MARKING

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

LETTER OF CERTIFICATION

The Contractor must furnish an appropriately notarized Certificate of Compliance ("C of C") to verify conformance to applicable specifications for treatments required. "C of C" must accompany each and every shipment and must be enclosed in a separate envelope addressed to: Manager, Quality Inspection and Specification Engineering, Chicago Transit Authority, c/o Central Warehouse, 901 W. Division, Chicago, IL 60622-4216.

MATERIAL SAFETY DATA SHEET

All Material Safety Data Sheets (OSHA) are to be submitted with bid, or within five calendar days of request for CTA to review prior to Contract award. The Material Safety Data Sheet must accurately list the names, concentration percentages, and equilibrium vapor pressure (if applicable) of all substances in the Contract material that are cited in the current edition of the American Conference of Governmental Industrial Hygienist Handbook for Threshold Limit Values of Chemical Substances and Physical Agents in Workroom Environment.

ESTIMATED USAGE

Based on previous usage CTA estimates an expenditure of \$2,000,000.00 over a 36 month period under this Contract. This figure is provided for your information only and in no way represents a commitment from CTA to purchase that quantity of material.

SPECIAL CONDITIONS

**SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14
CONTRACT NO. B14FR00012**

PROPOSAL PAGE PREPARATION

Bidders may quote on Oak Ties in **Group A**, or Pine Ties in **Group B** or both on Proposal Pages P-5 thru P-10. Bidder shall quote unit prices for all the items listed on the proposal page for the Group(s) they are quoting. The Bidder shall state on the Proposal, the name of the manufacturer, the manufacturers part number and "Unit Price" per item(s) and terms. Bidder should also submit literature and /or a technical specification sheets for evaluation of the ties that are being proposed. The specification sheets must detail performance characteristics to determine if items meet with the specification. Bidder shall also fill out escalation, contact information and Saw Mill and Treating Plant information on Proposal Pages P-1 thru P-4.

GROUP A ITEMS

1530602 1534000
1531219 1534001
1531221 1534002
1531223 1534003
1531225 1534005
1531227 1534006
1531229 1534007
1531231 1534008
1531233 1534009
1531238 1534010
1531239 1534011

GROUP B ITEMS

1531502 1531404
1532251 1531410
1532802 1531411
1533221 1531412
1533222 1531413
1533223 1531854
1533224 1531856
1533225 1531857
1531402 1531409

BASIS OF CONTRACT AWARD

Bid evaluation for **Group A** and **Group B** will be based upon the total dollar sum derived by the total of extended prices, which are the unit prices quoted on the Proposal Sheets multiplied by the estimated usage shown (one in the event of zero), including any escalation. Award shall be made on the basis of the "lowest total bid price" submitted by a responsive and responsible bidder for ties for **Group A or Group B or a combination of the two**.

ESCALATION

CTA encourages Bidders to quote prices that are firm for the Contract period. If the Bidder cannot offer firm prices, then he shall quote prices with a maximum percentage ceiling on escalation for the second 12 and third 12 months of the Contract. Bidder shall submit, 30 days prior to any escalation, justification for said price increase.

SPECIAL CONDITIONS

SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14 CONTRACT NO. B14FR00012

Note: Escalation, if quoted, is not automatically applied to the second 12 month and third 12 month periods of the contract. Rather, contractors shall provide to the Authority a request for and documentation justifying said request. Escalation will not be applied until the request and acceptable documentation are furnished.

DURATION OF CONTRACT

This Contract shall become effective as soon as a contract is executed and shall continue in effect for a period of up to 36 months from the date of contract execution.

SAMPLE

Sampling and Inspection for Acceptance: Bidders shall furnish within 30 calendar days after the request and without charge to CTA, a sample of the rail tie he or she proposes to supply. Failure to furnish a sample or failure of the assembly to comply fully with this Specification will be cause for rejection of a bid

SAMPLING AND INSPECTION

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

CTA ETHICS ORDINANCE

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

ACCESS TO RECORDS

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

ADDITIONAL INFORMATION

Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract Document. Potential bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract.

TERMINATION FOR CONVENIENCE

The Authority may terminate this Agreement, in whole or in part, without cause, at any time, with a 30-day written notice to the Contractor whenever the Authority determines that such termination is in the best interest of the Authority. Upon receipt of written notice of termination, all services and any other performance hereunder by the Contractor shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually furnished pursuant to this Agreement to the satisfaction of the

SPECIAL CONDITIONS

**SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14
CONTRACT NO. B14FR00012**

Authority and for which no previous invoice was submitted to the Authority.

TERMINATION FOR CAUSE

The CTA 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 Contract 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 CTA in writing] after receipt of written notice of default from the CTA 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 CTA that have not appeared on a previous invoice. The CTA 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 CTA as a result of such default, including, without limitation, any amount necessary to obtain suitable substitute and replacement contractor(s) in excess of the cost had the Contractor satisfactorily completed the Contract.

PAYMENT

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

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 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

SPECIAL CONDITIONS

SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14 CONTRACT NO. B14FR00012

that the Subcontractor has, in the opinion of the Chief Infrastructure Officer, satisfactorily completed its portion of the Work.

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

ACCOUNTING SERVICES

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

SINGLE BID RESPONSE

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

ELECTRONIC FUND TRANSFER

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

OTHER AGENCIES

Other local government agencies may negotiate their own agreements with the Contractor based on a contract stemming from this solicitation. Other 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.

SPECIAL CONDITIONS

**SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14
CONTRACT NO. B14FR00012**

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 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.

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
CROSS & SWITCH TIES; OAK, CREOSOTE TREATED
SPECIFICATION NO. CTA 1360-14

1. SCOPE

- 1.1. This specification details the requirements to furnish and deliver oak railroad cross and switch ties to be used throughout the Chicago Transit Authority rail system.
- 1.2. References – The CTA specifies testing methods and results described by other agencies to supplement the details of this requirement as follows:
 - a) AREMA – American Railway Engineering and Maintenance-of-Way Association
 - b) ASTM – American Society for Testing and Materials
 - c) AWPA – American Wood Protection Association
- 1.2.1. In all instances, the most recent version, at the time of bid, of each section of testing and reference shall apply.
- 1.3. Unless otherwise noted herein, all ties shall conform to the most recent version of the American Railway Engineering and Maintenance- of- Way Association (AREMA) *Manual for Railway Engineering*, Chapter 30, *Ties and Wood Preservation*. Cross ties shall conform to Part 3, Section 3.1, *Specifications for Timber Cross Ties*. Switch ties shall conform to Part 3, Section 3.2, *Specifications for Timber Switch Ties*.

2. PRODUCTS

- 2.1. Only new, virgin timbers shall be furnished and delivered. No less than ninety (90%) percent of the product furnished and delivered shall be oak, and no more than ten (10%) percent of the product furnished and delivered shall be mixed hardwoods.
- 2.2. Cross ties shall conform to Part 3, Section 3.1, *Specifications for Timber Cross Ties*. Switch ties shall conform to Part 3, Section 3.2, *Specifications for Timber Switch Ties*.
- 2.3. All oak tie timbers shall be composed of red or white oak (genus *Quercus*) as defined by the latest version of the American Society for Testing and Materials (ASTM) Standard D 1165, *Domestic Hardwoods and Softwoods*.

2. PRODUCTS (Continued)

2.4. The type of oak and all other hardwoods furnished and delivered, the location of the land the lumber originates, the mill to be used for treatment and the structural density of the lumber furnished shall be submitted to the CTA for review and approval prior to the start of work.

2.5. Dimensional Requirements:

- a) The rail bearing area of ties shall have the maximum amount of clear, straight grain. Cross tie rail bearing areas are those sections between twenty (20") inches and forty (40") inches from the center of the tie. The rail bearing area of switch ties extends the entire length of the tie.
- b) Cross ties shall conform to AREMA six (6") inch grade (former grade 3). The timbers, prior to seasoning, shall measure six (6") inches thick, eight (8") inches wide throughout the section defined by planes normal to the axis of the tie and located twelve (12") inches from each end.
- c) Switch ties shall conform to AREMA seven (7") inch grade. The timbers, prior to seasoning, shall measure seven (7") inches thick, nine (9") inches wide throughout the section defined by planes normal to the axis of the tie and located twelve (12") inches from each end.
- d) The maximum wane across the top and bottom surfaces (faces) of the tie shall not exceed one (1") inch.
- e) No ties shall be adzed or bored.

2.6. Conditioning & Treatment Requirements:

- a) Ties shall be kiln dried; however, air seasoned lumber is acceptable by the Rueping process in conformance with American Wood-Preservers' Association (AWPA) standards C1-97, *All Timber Products - Preservative Treatment by Pressure Processes*, and C6-97, *Crossties and Switch Ties - Preservative Treatment by Pressure Processes*. The method utilized shall be in accord with the oil treatments specified herein.
- b) Unless otherwise requested, all ties shall be treated by Rueping process in conformance with American Wood-Preservers' Association (AWPA) standards C1-97, *All Timber Products - Preservative Treatment by Pressure Processes* and C6-97, *Crossties and Switch Ties - Preservative Treatment by Pressure Processes*. The method utilized shall be in accord with the oil treatments specified herein.
- c) The preservative shall be a coal tar in coal tar distillate (creosote) solution conforming to the most recent version and mixture of the AWPA, Standard for Creosote Solutions.

2. PRODUCTS (Continued)

2.6 Conditioning & Treatment Requirements: (Continued)

- d) Ties composed of red oak shall be treated to a minimum net absorption (final retention) of eight (8 pcf) pounds per cubic foot, as determined by the most recent version of the AWP, Inspection of Wood Products Treated with Preservatives.
- e) Ties composed of white oak shall be treated to refusal.
- f) All other hardwoods shall be treated in compliance with the most recent version of the AWP for each species of hardwood furnished and delivered.
- g) The ties shall be subjected to a steam treatment prior to the final vacuum treatment, after the creosote pressure treatment, to minimize dripping and bleeding of the preservative from the faces of the timber. Ties shall be clean and free of all dirt, debris and excess creosote before any product is shipped to the CTA.

3. INSPECTION & CERTIFICATION REQUIREMENTS

- 3.1. In accordance with AWP M2-97, the CTA reserves the right to inspect or appoint a quality assurance (QA) inspector to act on CTA's behalf to inspect and verify material, seasoning, dimension, treatment, preservative and loading of the ties. The Contractor shall provide written notification to the Procurement Administrator listed on the front page of this contract document prior to the commencement of the various steps identified in the standard.
- 3.2. Before inspection, the Contractor shall present the inspector with sufficient material to fulfill the contract requirements after a reasonable allowance has been made for rejection of flawed, damaged and noncompliant material.
- 3.3. The inspector may interrupt the inspection if the daily rejection rate exceeds twenty percent (20%), as computed on a board footage basis.
- 3.4. In-plant inspection of ties may be waived by the CTA if the documents submitted for review and approval are from a location and supplier that CTA has prior history of for this material used in track.
- 3.5. The Contractor shall furnish a notarized certificate of compliance (COC), stating fulfillment with the requirements specified herein. Each COC must identify the quantity of the tie size treated.
- 3.6. The Contractor shall furnish CTA's QA representative a treatment report at the completion of each production charge (batch). The report shall contain, but not be limited to, all information recorded during treatment and in the inspector's report as detailed in AWP M2-97, Section A.

4. FINISHING, BUNDLING & BANDING REQUIREMENTS

- 4.1. Each tie shall be furnished with a steel anti-splitting multi-nail plate onto each end. Plates shall be positioned and installed in accordance with AREMA recommendations. Nail plates shall be installed after the ties have been inspected.
- 4.2. Each tie shall be branded with 'CTA' (in capital letters) and the last two digits of the year in which the ties were treated. All characters shall be a minimum of three sixteenths (3/16") inch high.
- 4.3. Ties shall be bundled and banded in accordance with Table 1. Should the requested tie differ from those listed, the Contractor shall contact the Procurement Administrator listed on the front page of this contract document for supplemental instructions.
- 4.4. Bands shall be composed of a single, high tensile, 0.05" thick, 2.0" wide steel strip. Bands shall be sufficiently tensioned to maintain bundle configuration during transport by CTA. Band tension shall not be injurious to the ties. Each band shall be sealed with a minimum of two seals. Steel or fiber corner protectors shall be used at each bundle corner under a band.
- 4.4.1. Bands on bundles with two (2) bands specified shall be located approximately eighteen (18) inches from the ends of the ties.
- 4.4.2. Bands on bundles with three (3) bands specified shall be located approximately eighteen (18) inches from the tie ends and at the center.

Table 1 – Tie Bundling			
Bands	Tie Size	Ties/Bundl e	Configuration (width x height)
2	6" x 8" x 8'-6"	30	5 x 6
	7" x 9" x 9'-0"	20	5 x 4
	7" x 9" x 10'-0"	20	5 x 4
	7" x 9" x 11'-0"	16	4 x 4
	7" x 9" x 12'-0"	16	4 x 4
	7" x 9" x 13'-0"	15	3 x 5
	7" x 9" x 14'-0"	12	3 x 4
	7" x 9" x 15'-0"	12	3 x 4
3	7" x 9" x 16'-0"	12	3 x 4
	7" x 9" x 20'-0"	12	3 x 4
	7" x 9" x 22'-0"	12	3 x 4

5. CONTRACT INFORMATION

- 5.1. CTA reserves the right to request and review documents and samples of the Bidder's proposed product without cost or obligation. Reviews may be conducted at the Bidder's proposed processing facility.
- 5.2. Bidders requiring additional information shall contact the Procurement Administrator. Bidders who contact any CTA personnel other than the Procurement Administrator shall be considered in violation of the provisions of the contract document.

CTA Lot Numbers	
Commodity	Lot Number
6" x 8" x 8'-6"	1531012
7" x 9" x 9'	1531219
7" x 9" x 10'	1531221
7" x 9" x 11'	1531223
7" x 9" x 12'	1531225
7" x 9" x 13'	1531227
7" x 9" x 14'	1531229
7" x 9" x 15'	1531231
7" x 9" x 16'	1531233
7" x 9" x 20'	1531238
7" x 9" x 22'	1531239

Distribution: Manager, Track/Civil Engineering
 Manager, Track Maintenance

FNG/bm – Initial Specification – 12/1/49
 CW, JH/lr – 15th Revision – 06/12/14

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
CROSS & SWITCH TIES; OAK, DUAL TREATED
SPECIFICATION NO. CTA 1560-14

1. SCOPE

- 1.1. This specification section details the requirements for the Contractor to furnish and deliver dual treated hardwood railroad ties to the Chicago Transit Authority to be used throughout the limits of the rail system as detailed in accordance with the specifications.
- 1.2. References - In all instances, the most recent version of each reference shall apply:
 - a) AREMA – American Railway Engineering and Maintenance of Way Association
 - b) AWPA – American Wood Protection Association

2. SUBMITTALS

- 2.1. The Contractor shall submit a certified document from the treatment plant that all new materials furnished shall conform to the requirements of this specification.
- 2.2. The Contractor shall submit their testing and inspection program specifically related to the hardwood ties to ensure that all ties furnished and delivered are in compliance with the Contract Documents.

3. PRODUCTS

- 3.1. Only new, virgin timbers shall be furnished and delivered. No less than seventy (70%) percent of the product furnished and delivered shall be oak and no more than thirty (30%) percent of the product furnished and delivered may be mixed hardwoods. The oak timber sections shall be composed of red or white oak (genus *Quercus*) as defined by the most recent version of the AREMA criteria for domestic Hardwoods.

3. PRODUCTS (Continued)

- 3.2. The type of oak and all other hardwoods furnished and installed, the location of the land the lumber originates, the treating plant, and the structural density of the lumber furnished shall be submitted to the Authority for review and approval prior to the start of work.
- 3.3. Dimensional Requirements
- 3.3.1. The rail bearing area of ties shall have the maximum amount of clear, straight grain. Cross tie rail bearing areas are those sections between twenty (20") inches and forty (40") inches from the center of the tie. The rail bearing area of switch ties extends the entire length of the tie.
- 3.3.2. All ties furnished and delivered shall conform to AREMA seven (7") inch grade. The timbers, prior to seasoning, shall measure seven (7") inches thick by nine (9") inches wide with standard track ties nine (9') feet long and special trackwork switch ties furnished in ten (10') foot, eleven (11') foot, twelve (12') foot, thirteen (13') foot, fourteen (14') foot, fifteen (15') foot, sixteen (16') foot, seventeen (17') foot and eighteen (18') foot lengths, with all lengths measured throughout the section defined by planes normal to the axis of the tie and located twelve (12") inches from each end.

CTA Lot Numbers

Commodity	Lot Number
7" x 9" x 9'	1534000
7" x 9" x 10'	1534001
7" x 9" x 11'	1534002
7" x 9" x 12'	1534003
7" x 9" x 13'	1534004
7" x 9" x 14'	1534005
7" x 9" x 15'	1534006
7" x 9" x 16'	1534007
7" x 9" x 17'	1534008
7" x 9" x 18'	1534009
7" x 9" x 20'	1534010
7" x 9" x 22'	1534011

3. PRODUCTS (Continued)

3.3.3. The maximum wane across the top and bottom surfaces (faces) of the tie shall not exceed one (1") inch.

3.3.4. No ties shall be adzed or bored.

3.4. Conditioning & Treatment Requirements

3.4.1. All ties furnished and installed shall be seasoned by Boulton drying; however, air seasoned lumber is acceptable, if available. The maximum moisture content shall not exceed fifty (50%) percent for the Oak Group and forty (40%) for the Mixed Group prior to treatment

3.4.2. All ties shall be treated by the empty cell process in conformance with the most recent version of AWP standard. In addition, all ties shall be borate treated by the True-Core Borate Treating Process.

3.4.3. The preservative shall be AWP P2 or a custom solution that allows the ties to be properly dual treated as specified. All custom solutions shall be submitted to the Authority for review and approval prior to the start of work. One version of custom solution that has been approved to date is the Koppers Creosote Petroleum. The solutions shall be checked periodically to verify solution concentrations. Due to the properties of the borate preservative solution, no sterilization period is required.

3.4.4. Retention

3.4.4.1. All treatment shall be measured by gauge retention.

3.4.4.2. Required retention for borate treatments shall be twenty seven one hundreths (0.27 pcf) pounds per cubic foot of active ingredient (pcf DOT) for all species groups.

3.4.4.3. Required retention for creosote treatments shall be six (6 pcf) pounds per cubic foot, or refusal, for the Oak Group and six (6 pcf) pounds per cubic foot, or refusal, for the Mixed Group.

3.4.4.4. AWP T1 (most recent revision), the net retention in any charge shall not be less than ninety (90%) percent of the retention specified, but the retention of five (5) consecutive charges shall be at least one hundred (100%) percent.

3. PRODUCTS (Continued)

3.4.5. Penetration

- 3.4.5.1. Twenty (20) borings shall be taken per charge to ensure proper creosote retention. Per AWPAT1 (most recent revision), if eighty (80%) percent of the borings meet the penetration requirements, the charge shall be accepted.
- 3.4.5.2. AWPAT1 (most recent revision) penetration specifications apply to all creosote treatment.
- 3.4.5.3. All holes made for determining penetration of preservative shall be filled with tight fitting treated wood plugs.

3.4.6. Reporting – All charge reports must list items as follows:

- a) Borate Preservative Solution Gauge Retention
- b) Borate Preservative Solution Concentration (% DOT)
- c) Retention of active ingredients as measured in pcf DOT

- 3.4.7. All ties furnished and delivered shall be clean and free of all dirt, debris and excess creosote before any product is shipped.
- 3.4.8. Anti-splitting end plates shall be hot dipped galvanized steel gang nail plates and furnished on both ends of each tie.

4. QUALITY ASSURANCE – INSPECTION REQUIREMENTS

- 4.1. The Contractor shall furnish the necessary facilities, calibrated equipment and suitably trained personnel to quantitatively determine tie moisture content, creosote penetration, creosote retention and other physical properties required by this specification.
- 4.2. In accordance with most recent version of the AWPAM2 criteria, the Contractor shall provide written notification to the Authority prior to the commencement of the various inspections identified in the standard.
- 4.3. The Contractor shall furnish the Authority a treatment report at the completion of each production charge (batch). The report shall contain, but is not limited to, all information recorded during conditioning and treatment and in the inspector's report as detailed in AWPAM2.

4. QUALITY ASSURANCE – INSPECTION REQUIREMENTS (Continued)

- 4.4. Visual penetration test procedures are detailed in the standards. Test cores shall be extracted from the center of the tie narrow face. Net preservative retention shall be determined by extraction assay completed on a representative sample of ties for each order. Testing shall utilize twenty (20), or more, two (2") inch deep cores taken at random, representative locations and shall be assay tested in accordance with the most recent version of the AWWA criteria. Each core hole shall be filled with a suitably treated plug.
- 4.5. The Contractor shall furnish a certificate of compliance (COC) on company letterhead, stating fulfillment with the requirements specified herein. Each COC must identify the volume of pieces of each order.

5. INSPECTION & CERTIFICATION REQUIREMENTS

- 5.1. The CTA reserves the right to inspect or appoint a quality assurance (QA) inspector to act on CTA's behalf to inspect and verify material, seasoning, dimension, treatment, preservative and loading of the ties. The Contractor shall provide written notification to the Procurement Administrator listed on the front page of this contract document prior to the commencement of the various steps identified in the standard.
- 5.2. Before inspection, the Contractor shall present the inspector with sufficient material to fulfill the contract requirements after a reasonable allowance has been made for rejection of flawed, damaged and noncompliant material.
- 5.3. The inspector may interrupt the inspection if the daily rejection rate exceeds twenty percent (20%), as computed on a board footage basis.
- 5.4. In plant inspection of ties may be waived by the CTA if the documents submitted for review and approval are from a location and supplier that CTA has prior history of for this material used in track.
- 5.5. The Contractor shall make all treating reports available for the CTA's QA representative and submit paper copies to the CTA Chief Engineer for review.

6. FINISHING, BUNDLING & BANDING REQUIREMENTS

- 6.1. Each tie shall be furnished with a steel anti-splitting multi-nail plate onto each end. Plates shall be positioned and installed in accord with AREMA recommendations. Nail plates shall be installed after the ties have been inspected.

6. FINISHING, BUNDLING & BANDING REQUIREMENTS (Continued)

- 6.2. Each tie shall have a date nail installed in the center of each tie that shall indicate which side is face up. In emergency supply circumstance, the CTA will accept the date nails at a later date and install the nails in track.
- 6.3. Ties shall be bundled and banded in accordance with Table 1. Should the requested tie differ from those listed, the Contractor shall contact the Procurement Administrator listed on the front page of this contract document for supplemental instructions.
- 6.4. Bands shall be composed of a single, high tensile, 0.05" thick, 1.25" wide steel strip. Bands shall be sufficiently tensioned to maintain bundle configuration during transport by CTA. Band tension shall not be injurious to the ties. Each band shall be sealed with a minimum of two seals. Steel or fiber corner protectors shall be used at each bundle corner under a band. All bundles shall have three (3) bands each with two (2) bands located eighteen (18") inches from each end of the ties, and one (1) band at the center.

7. CONTRACT INFORMATION

- 7.1. CTA reserves the right to request and review documents and samples of the Bidder's proposed product without cost or obligation. Reviews may be conducted at the Bidder's proposed processing facility.
- 7.2. Bidders requiring additional information shall contact the Procurement Administrator. Bidders who contact any CTA personnel other than the Procurement Administrator will be considered in violation of the provisions of the contract document.

Distribution: Manager, Track/Civil Engineering
Manager, Track Maintenance

JH/jh, Ir – Initial Specification – 05/20/14

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
CREOSOTED YELLOW PINE FOOTWALK TIMBERS
SPECIFICATION NO. CTA 1400-14

1. SCOPE

- 1.1 This specification covers the requirements for creosoted yellow pine footwalk timbers.

2. DETAILED REQUIREMENTS

- 2.1 All timber and decking furnished and delivered shall be Southern Yellow Pine, Dense Structural Grade 65.
- 2.2 The material shall be either kiln-dried or air-seasoned to a moisture content of twenty five (25%) percent or less.
- 2.3 Upon receipt of the CTA Purchase Order, the Contractor shall assemble in one treating plant yard sufficient quantities of the material to meet the delivery requirements of the order. The material is to be neatly stacked and properly stripped for air seasoning. The treating plant yard shall be well drained, free of vegetation, and protected from fire. Each stack of material is to be labeled with the date of stacking and the letters CTA. These requirements are to be in conformance with the most recent version of the M1 specification, Standard for the Purchase of Treated Wood Products in the *American Wood Preservers= Association Book of Standards*.
- 2.4 If the Contractor has an adequate supply of the appropriate material already stacked and drying at the time of the issue of P.O., the CTA may wave the requirements of section 2.3 and items shall apply as follows:
- 2.4.1 The Contractor must furnish proof that it has the full quantity of footwalk timbers in proper conditioning yard, and that they may be inspected by the authorized CTA inspector. Refer to the most recent version AWPA specification C6 for yard and seasoning requirements.
- 2.5 After the timbers have been properly conditioned, the lumber shall be square end trimmed to exact length.
- 2.5.1 Lumber re-sawn from seasoned, oversized timbers shall be strictly prohibited.
- 2.5.2 The lumber shall be free of wane after dressing.
- 2.6 All lumber shall be air seasoned but may be kiln dried.

3. TREATMENT

- 3.1 The lumber shall be treated by the standard open cell process with creosote retention of up to eight (8 lbs./ft.³) pounds per cubic foot net final retention and to a minimum penetration of two and one half (2.5") inches or eighty-five (85%) percent of the sapwood.
- 3.2 The creosote shall comply with the American Wood-Preservers Association Standard P2, Standard for Coal Tar Creosote for Land, Fresh Water and Marine (Coastal Water) use in the most recent version of the *American Wood Preservers Association Book of Standards*.
- 3.3 Treatment shall be in compliance with the most recent version of the American Wood-Preservers Association Standard C1, *All Timber Products Preservative Treatment by Pressure Processes* and the most recent version of the American Wood-Preservers Association Standard C2, *Lumber, Timber, Bridge Ties and Mine Ties Preservative Treatment by Pressure Processes*.
- 3.4 Treated lumber shall receive a final vacuum to remove surface creosote.
- 3.5 The lumber is to be clean in appearance, free from sludge and dirt and shall be in a condition safe for humans to handle the material while wearing cloth gloves.
- 3.6 Storage (Secondary Seasoning) of 4" x 6" x (various lengths) Lumber - After the completion of Section 3.5, the load(s) of 4" x 6" treated lumber shall be placed in the storage yard for a minimum of ninety (90) days (depending on the season of the year).
 - 3.6.1 Each load of 4" x 6" treated lumber shall be labeled as to date, charge number, contents and CTA purchase order number.
 - 3.6.2 Only 4" x 6" lumber requires secondary seasoning. Other sizes of lumber covered by this specification do not require the additional storage period.
- 3.7 Bundling of 4" x 6" x (various lengths) Lumber - Properly stored 4" x 6" lumber shall be assembled into strapped bundles. The steel bands shall have either steel or fiber corner protectors to prevent the bands from cutting into the lumber. Each bundle of lumber shall weigh and be configured no more than what a standard fork lift may safely unload.

4. BUNDLING

- 4.1 Properly stored material shall be assembled into strapped bundles.
- 4.2 Steel or fiber corner protectors shall be used with all bands.

5. INSPECTION

- 5.1 A duly authorized CTA representative may inspect the plant and material at any time after the date of the Purchase Order and before shipment is completed. Advance notice of any visit shall be provided. Any inspection may not be impeded or refused.

6. LETTER OF CERTIFICATION

- 6.1 The Contractor shall furnish a certificate of compliance (COC), stating fulfillment with the requirements specified herein. Each COC must identify the quantity and total number of pieces furnished for each order filled using this specification.
- 6.2 Each COC shall reference the associated CTA item and contract release number. A COC shall be furnished for each contract release. The associated COC('s) shall be furnished to CTA's Quality Assurance Manager with each shipment of each contract release

7. GENERAL

- 7.1 Potential Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract Document. Potential Bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential Bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

Distribution: Manager, Track/Civil Engineering
Manager, Track Maintenance

LR/lr – 12th Revision – 05/20/14

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
GUARDRAIL TIES; CREOSOTE TREATED PINE
SPECIFICATION NO. CTA 2977-14

1. SCOPE

- 1.1. This specification details the requirements to furnish and deliver pine railroad timber guard ties used throughout the CTA rail system.
- 1.2. Timber guard ties are extended length cross ties used as emergency protection devices along the open deck elevated bridge track.

2. STANDARDS

- 2.1. All ties furnished and delivered shall conform to the most recent version of the American Railway Engineering and Maintenance-of Way Association (AREMA) Manual for Railway Engineering, Chapter 3: Ties and Wood Preservation, and Standards set by the West Coast Lumber Inspection Bureau and the Southern Pine Inspection Bureau.
- 2.2. The CTA Lot Number for timber guard ties is 1532251. The CTA Lot Number defines the product to be furnished and delivered within the CTA accounting system. The Lot Number includes only timbers sized six (6") by eight (8") inches in cross section and lengths of eighteen (18') feet, twenty-two (22') feet and twenty-four (24') feet. No other sized timber shall be accepted when purchased under the requirement of this specification.

3. SUBMITTALS

- 3.1. The Contractor shall submit items as follows:
- 3.2. A letter of certificate to certify and attest that the timber from which the ties were sawn was obtained in compliance with all governmental regulations. The certificate shall state any national forestry laws and regulations that govern inspection of the forest areas and any limitations on the felling of the species supplied.
- 3.3. The Contractor's Operation Plan shall declare the location of forests from which the wood will be harvested; means and method of transportation, seasoning, manufacture, preservation; and delivery of the guard ties to the CTA. The Operation Plan shall identify the Contractor's key personnel and inspectors, along with their qualifications that have been assigned to this project.

4. GENERAL REQUIREMENTS

- 4.1. The Contractor shall furnish and deliver only new, virgin, seasoned and preserved pine guardrail ties as specified in each contract release for length and quantity.
- 4.2. Guard ties shall be produced from the AREMA softwood group Tb, species Southern Yellow Pine. The Contractor shall provide the botanical names of the species used.
- 4.3. Each tie shall be sawn and/or machined to dimensions of six (6") inches high by eight (8") wide, S4S, and lengths as indicated in the Contract.

5. DETAILED REQUIREMENTS

- 5.1. Ties shall be composed of southern pine (genus Pinus), as defined by American Society for Testing and Materials (ASTM) standard D 1165, Domestic Hardwoods and Softwoods.
- 5.2. Tie material shall be dense select structural grade 65 density. The structural density of the timber shall be called out on the bid sheets along with the unit price to allow for proper evaluation. The CTA reserves the right to inspect all material as necessary after bids and prior to delivery as necessary.
- 5.3. No ties shall be adzed or bored.
- 5.4. The entire length of each guard tie shall have the maximum amount of clear, straight grain over the entire length of the tie.
- 5.5. Guard ties shall conform to AREMA six (6") inch grade (former grade 3).
- 5.6. The maximum wane across the top and bottom surfaces (faces) of the tie shall not exceed one (1") inch.
- 5.7. Except hereinafter provided, all ties shall be free from any defects that may impair strength and durability in service. Timber shall be fresh cut, free from "White Rot" or other deformities, so as not to contain extensive checking or twisting of the member. All members shall be straight grained. Any ties with wane or included bark shall be rejected.
- 5.8. Mechanical Properties - The timber shall meet the following design properties for surfaced green condition:

a)	Modulus of Elasticity (E)	1,600,000 psi
b)	Bending (Fb)	1,750 psi
c)	Compression parallel to grain (Fc)	1,100 psi
d)	Horizontal Shear (Fv)	120 psi
e)	Max. Moisture at Treatment, ASTM D-442	25%

5. DETAILED REQUIREMENTS

5.9. Straightness for all ties:

- a) Depth Dimension: Ties will be considered straight when a straight line along the depth face from the middle of one end to the middle of the other end is no closer to the edge of the tie than one-half the tie depth dimension, plus one half (1/2") inch or minus one half (1/2") inch.
- b) Width Dimension: Ties will be considered straight when a straight line along the width face from the middle of one end to the middle of the other end is no closer to the edge of the tie than one-half the tie width dimension, plus one (1") inch or minus one (1") inch.

5.10. Imperfections:

- a) Splits: Ties containing a split five (5") inches in length or longer will be rejected. End splits and shrinkage cracks that do not impair the fastening or strength of the material will be permitted.
- b) Checks: Ties with checks over one and one half (1-1/2") inches deep or over one half (1/2") inch wide on any face or longer than two (2') feet will be rejected.
- c) Shakes: Ties containing a shake more than one eighth (1/8") inch wide and/or length of more than two (2') feet and within one (1') foot of any face will be rejected.
- d) Grain: Ties with excessive cross grain shall be rejected and ties with slanting grain in excess of one (1") inch in any ten (10") inches of length will be rejected.
- e) Knots: Sound knots of two (2") inches in diameter or less are permitted. The sum of the diameters of all knots in any one (1') foot length shall not exceed four (4") inches. Open or loose knots are not permitted. Clusters of knots shall be strictly prohibited.

6. SEASONING

- 6.1. The ties are intended for use in elevated rapid transit trackwork. The seasoning process chosen by the Contractor shall ensure that the entire cross section of the timber is seasoned to be at or below the anticipated in-service moisture content of twenty five (25%) percent or less.
- 6.2. The Contractor shall employ adequate means and methods to minimize defects caused by the seasoning process.
- 6.3. The use of kiln drying is the preferred method of seasoning for the ties. All other natural or artificial seasoning methods shall be submitted for review and approval prior to the start of work.

6. SEASONING (Continued)

- 6.4. Incising shall be strictly prohibited.
- 6.5. The Contractor shall furnish notice and proof that he has the full quantity of ties, and that the CTA may inspect them.
- 6.6. Conditioned material shall be square-end trimmed to within plus or minus one half ($\pm 1/2$ ") inch of the requested length and surfaced on four sides (S4S) to full dimension.

7. TREATMENT

- 7.1. Unless otherwise requested, ties shall be treated by the empty-cell process in compliance with AWPAs specifications C6, Crossties and Switch Ties - Preservative Treatment by Pressure Processes, and C2, Lumber, Timber, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes. Process times shall be recorded in the treatment quality control documentation. Process time shall include only those periods with treatment pressures of one hundred eighty (180 psi) pounds per square inch (1.2 megapascals, Mpa) or more.
- 7.2. The preservative shall be consistent with the most recent version of coal tar in coal tar distillate (creosote) solution conforming to AWPAs P2, Standard for Creosote Solutions.
- 7.3. Following treatment, all ties shall have a final vacuum to remove debris and excess creosote.
- 7.4. Re-treatment of ties is not permitted without written permission of the Chief Engineer of the Chicago Transit Authority. The means and methods of re-treatment must be submitted in writing prior to any re-treatment.

8. FINISH

- 8.1. Material re-sawn from oversized conditioned/treated material is strictly prohibited.
- 8.2. In the event the Contractor possesses existing inventory of conditioned material, as specified herein, CTA may accept the material for a release, provided the Contractor furnishes all items as follows:
 - a) Evidence of sufficient inventory to complete the release request.
 - b) Certification that the ties have been maintained in proper conditioning yards.
 - c) Access to the material by CTA QA inspectors or designated representatives.

9. BUNDLING & BANDING REQUIREMENTS

- 9.1. Completed guardrail ties shall be bundled and banded in accordance with table 1. Should the requested guardrail tie dimensions differ from those listed, the Contractor shall contact the CTA Procurement Administrator or Buyer for supplementary requirements.
- 9.2. Unless otherwise requested, each bundle shall be contained by three (3) high tensile steel bands, 0.05" x 1.25". Each band shall be tightened, and sealed with two seals. A band shall be placed approximately eighteen (18") inches from each end of the bundle and one in the center. Steel or fiber corner protectors shall be used with all bands.

10. INSPECTION & CERTIFICATION REQUIREMENTS

- 10.1. The Contractor shall furnish the necessary facilities, calibrated equipment and suitably trained personnel to quantitatively determine tie moisture content, creosote penetration, creosote retention and other physical properties required by this specification and requested by the CTA QA inspector or representative.
- 10.2. In accordance with AWPA M2, *Inspection of Wood Products Treated with Preservatives*, the Contractor shall provide written notification to the Procurement Administrator prior to the commencement of the various inspections identified in the standard.
- 10.3. At the option of the CTA, all material, conditioning, manufacturing, treatment, storage and loading operations and inspections of ties may be witnessed by a CTA QA inspector or appointed representative. Upon request, the Contractor shall furnish copies of any and all quality control documentation related to the furnished ties.
- 10.4. For material inspections the Contractor shall present CTA with sufficient material to fulfill the entire contract release requirements after a reasonable allowance has been made for rejection of flawed, damaged and noncompliant material.
- 10.5. CTA or its appointed representative may interrupt the inspection if the daily rejection rate exceeds twenty percent (20%), as computed on a board footage basis.
- 10.6. Should an inspection be interrupted due to insufficient material, unacceptable quality, Contractor labor or equipment shortages, the Contractor shall assume all re-inspection expenses. Said expenses shall include, but not be limited to, the CTA's costs for transportation, lodging, boarding, labor and related incidentals. The amount shall be deducted from any invoices submitted for material furnished.

10. INSPECTION & CERTIFICATION REQUIREMENTS (Continued)

- 10.7. Following an interrupted inspection, should the Contractor fail to comply with requirements on any subsequent inspection or re-inspection of the contract release, the QA representative may recommend the Contractor be removed from CTA's list of approved suppliers and subsequent cancellation of the contract.
- 10.8. An interrupted inspection shall not, in itself, alter CTA's tie delivery requirements.
- 10.9. The Contractor shall furnish CTA's QA representative a treatment report at the completion of each production charge (batch). The report shall contain, but is not limited to, all information recorded during conditioning and treatment and in the inspector's report as detailed in AWP M2, section A.
- 10.10. Visual penetration test procedures are detailed in the standards. Test cores shall be extracted from the center of the tie narrow face.
- 10.11. Net preservative retention shall be determined by extraction assay. Testing shall utilize twenty (20), two (2") inch deep cores taken at random from representative ties for each order processed using this specification. The cores shall be assayed per section A of AWP M2.
- 10.12. The Contractor shall furnish a certificate of compliance (COC), stating fulfillment with the requirements specified herein. Each COC must identify the quantity and total number of pieces furnished for each order filled using this specification.
- 10.13. Each COC shall reference the associated CTA item and contract release number. A COC shall be furnished for each contract release. The associated COC(s) shall be furnished to CTA's Quality Assurance Manager with each shipment of each contract release.

11. CONTRACT INFORMATION

- 11.1. CTA reserves the right to request and review documents and samples of proposed product without cost or obligation. Reviews may be conducted at the proposed processing facility.
- 11.2. Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this contract document. Potential bidders requiring additional information from person(s) listed in the special conditions must route their requests through the Procurement Administrator. Potential bidders who contact any CTA personnel other than the Procurement Administrator will be considered in violation of the provisions of the contract document.

Table 1 – Bundling & Banding Chart

Bands	Tie Size	Ties/Bundle	Configuration
3	6" x 8" x 18'-0"	12	3 (wide) x 4 (high)
	6" x 8" x 22'-0"	12	3 (wide) x 4 (high)
	6" x 8" x 24'-0"	9	3 (wide) x 3 (high)

Distribution: Manager, Track/Civil Engineering
 Manager, Track Maintenance

LR/Ir – 12th Revision – 05/20/14

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
CROSS, SWITCH & FOOTWALK TIES; CREOSOTE TREATED PINE
SPECIFICATION NO. CTA 2978-14

1. **SCOPE**

- 1.1. This specification details the requirements to furnish and deliver pine railroad cross, switch, and footwalk or dip ties used throughout the CTA rail system.
- 1.2. Cross ties are used to support railroad tracks under standard applications; switch ties are longer cross ties used in special trackwork to support the rails when the track departs from the structure; and footwalk ties are undersized lumber used to support only footwalk or longer cross ties used to support both the track and footwalk. All ties furnished and delivered through this specification will be used on elevated railway structures.

2. **STANDARDS**

- 2.1. All ties furnished and delivered shall conform to the most recent version of the American Railway Engineering and Maintenance-of Way Association (AREMA) Manual for Railway Engineering, Chapter 3: Ties and Wood Preservation, and Standards set by the West Coast Lumber Inspection Bureau and the Southern Pine Inspection Bureau.

3. **SUBMITTALS**

- 3.1. The Contractor shall submit items as follows:
 - a) A letter of certificate to certify and attest that the timber from which the ties were sawn was obtained in compliance with all governmental regulations. The certificate shall state any national forestry laws and regulations that govern inspection of the forest areas and any limitations on the felling of the species supplied.
 - b) The Contractor's Operation Plan shall declare the location of forests from which the wood will be harvested; means and method of transportation, seasoning, manufacture, preservation; and delivery of the ties to the CTA. The Operation Plan shall identify the Contractor's key personnel and inspectors assigned to this project.

4. GENERAL REQUIREMENTS

- 4.1. The Contractor shall furnish and deliver only new, virgin, seasoned and preserved pine ties as specified in each contract release for length and quantity.
- 4.2. All ties shall be produced from the AREMA softwood group Tb, species Southern Yellow Pine. The Contractor shall provide the botanical names of the species used.
- 4.3. All ties shall be sawn and/or machined to dimensions of six (6") inches high by nine (9") inches wide, S4S, and lengths as indicated in the Contract.
- 4.4. All footwalk or dip ties shall be sawn and/or machined to dimensions of six (6") inches high by six (6") inches wide, S4S, and length as indicated on the order .

5. DETAILED REQUIREMENTS

- 5.1. Ties shall be composed of Southern Pine (genus Pinus), as defined by American Society for Testing and Materials (ASTM) standard D 1165, *Domestic Hardwoods and Softwoods*.
- 5.2. Tie material shall be dense select structural grade 65 density. The structural density of the timber shall be called out on the bid sheets along with the unit price to allow for proper evaluation. The CTA reserves the right to inspect all material as necessary after bids and prior to delivery as necessary.
- 5.3. No ties shall be adzed or bored.
- 5.4. The entire length of each tie shall have the maximum amount of clear, straight grain over the entire length of the tie.
- 5.5. Ties shall conform to AREMA six (6") inch grade (former grade 3).
- 5.6. The maximum wane across the top and bottom surfaces (faces) of the tie shall not exceed one (1") inch.
- 5.7. Except hereinafter provided, all ties shall be free from any defects that may impair strength and durability in service. Timber shall be fresh cut, free from "White Rot" or other deformities, so as not to contain extensive checking or twisting of the member. All members shall be straight grained. Any ties with wane or included bark shall be rejected.
- 5.8. Mechanical Properties - The timber shall meet the following design properties for surfaced green condition:

a) Modulus of Elasticity (E)	1,600,000 psi
b) Bending (F _b)	1,750 psi
c) Compression parallel to grain (F _c)	1,100 psi
d) Horizontal Shear (F _v)	120 psi
e) Max. Moisture at Treatment, ASTM D-442	25%

5. DETAILED REQUIREMENTS (Continued)

5.9. Straightness for ties less than twelve (12') feet long:

- a) Depth Dimension: Ties will be considered straight when a straight line along the depth face from the middle of one end to the middle of the other end is no closer to the edge of the tie than one-half the tie width dimension, plus one quarter ($1/4$ ") inch or minus one quarter ($1/4$ ") inch.
- b) Width Dimension: Ties will be considered straight when a straight line along the width face from the middle of one end to the middle of the other end is no closer to the edge of the tie than one-half the tie width dimension, plus one half ($1/2$ ") inch or minus one half ($1/2$ ") inch.

5.10. Straightness for ties more than twelve (12') feet long:

- a) Depth Dimension: Ties will be considered straight when a straight line along the depth face from the middle of one end to the middle of the other end is no closer to the edge of the tie than one-half the tie depth dimension, plus one half ($1/2$ ") inch or minus one half ($1/2$ ") inch.
- b) Width Dimension: Ties will be considered straight when a straight line along the width face from the middle of one end to the middle of the other end is no closer to the edge of the tie than one-half the tie width dimension, plus one (1 ") inch or minus one (1 ") inch.

5.11. Imperfections:

- a) Splits: Ties containing a split five (5") inches in length or longer will be rejected. End splits and shrinkage cracks that do not impair the fastening or strength of the material will be permitted.
- b) Checks: Ties with checks over one and one half ($1-1/2$ ") inches deep or over one half ($1/2$ ") inch wide on any face or longer than two (2') will be rejected.
- c) Shakes: Ties containing a shake more than one eighth ($1/8$ ") inch wide and/or length of more than two (2') feet and within one (1') foot of any face will be rejected.
- d) Grain: Ties with excessive cross grain shall be rejected and ties with slanting grain in excess of one (1") inch in any ten (10") inches of length will be rejected.
- e) Knots: Sound knots of two (2") inches in diameter or less are permitted. The sum of the diameters of all knots in any one (1') foot length shall not exceed four (4") inches. Open or loose knots are not permitted. Knots in clusters are not permitted.

6. SEASONING

- 6.1. The ties are intended for use in elevated rapid transit trackwork. The seasoning process chosen by the Contractor shall ensure that the entire cross section of the timber is seasoned to be at or below the anticipated in-service moisture content of twenty five (25%) percent or less.
- 6.2. The Contractor shall employ adequate means and methods to minimize defects caused by the seasoning process.
- 6.3. The use of kiln drying is the preferred method of seasoning for the ties. All other natural or artificial seasoning methods shall be submitted for review and approval prior to the start of work.
- 6.4. Incising shall be strictly prohibited.
- 6.5. The Contractor shall furnish notice and proof that he has the full quantity of ties, and that the CTA may inspect them.
- 6.6. Conditioned material shall be square-end trimmed to within plus or minus one half ($\pm 1/2$ ") inch of the requested length and surfaced on four sides (S4S) to full dimension.

7. TREATMENT

- 7.1. Unless otherwise requested, ties shall be treated by the empty-cell Rueping process in compliance with AWPAs specifications C6, Crossties and Switch Ties - Preservative Treatment by Pressure Processes, and C2, Lumber, Timber, Bridge Ties and Mine Ties - Preservative Treatment by Pressure Processes. Process times shall be recorded in the treatment quality control documentation. Process time shall include only those periods with treatment pressures of one hundred eighty (180 psi) pounds per square inch (1.2 megapascals, Mpa) or more.
- 7.2. The preservative shall be consistent with the most recent version of coal tar in coal tar distillate (creosote) solution conforming to AWPAs P2, Standard for Creosote Solutions.
- 7.3. Following treatment, all ties shall have a final vacuum to remove debris and excess creosote.
- 7.4. Re-treatment of ties is not permitted without written permission of the Chief Engineer of the Chicago Transit Authority. The means and methods of re-treatment must be submitted in writing prior to any re-treatment.

8. FINISH

- 8.1. A date nail showing the last two digits of the calendar year the tie was treated shall be installed in the center of the top surface near the middle of each tie. Nails shall be die-stamped or embossed and firmly embedded into the tie.
- 8.2. Material re-sawn from oversized conditioned/treated material is strictly prohibited.
- 8.3. In the event the Contractor possesses existing inventory of conditioned material, as specified herein, CTA may accept the material for a release, provided the Contractor furnishes all items as follows:
 - a. Evidence of sufficient inventory to complete the release request.
 - b. Certification that the ties have been maintained in proper conditioning yards.
 - c. Access to the material by CTA QA inspectors or designated representatives.

9. BUNDLING & BANDING REQUIREMENTS

- 9.1. Completed pine railroad cross, switch and footwalk ties shall be bundled and banded in accordance with table 1. Should the requested pine railroad cross, switch and footwalk tie dimensions differ from those listed the Contractor shall contact the CTA Procurement Administrator or Buyer for supplementary requirements.
- 9.2. Unless otherwise requested, each bundle shall be contained by three (3) high tensile steel bands, 0.05" x 1.25". Each band shall be tightened, and sealed with two seals. A band shall be placed approximately eighteen (18") inches from each end of the bundle and one in the center. Steel or fiber corner protectors shall be used with all bands.

10. INSPECTION & CERTIFICATION REQUIREMENTS

- 10.1. The Contractor shall furnish the necessary facilities, calibrated equipment and suitably trained personnel to quantitatively determine tie moisture content, creosote penetration, creosote retention and other physical properties required by this specification and requested by the CTA QA inspector or representative.
- 10.2. In accordance with AWP M2, Inspection of Wood Products Treated with Preservatives, the Contractor shall provide written notification to the Procurement Administrator prior to the commencement of the various inspections identified in the standard.

10. INSPECTION & CERTIFICATION REQUIREMENTS

- 10.3. At the option of the CTA, all material, conditioning, manufacturing, treatment, storage and loading operations and inspections of ties may be witnessed by a CTA QA inspector or appointed representative. Upon request, the Contractor shall furnish copies of any and all quality control documentation related to the furnished ties.
- 10.4. For material inspections the Contractor shall present CTA with sufficient material to fulfill the entire contract release requirements after a reasonable allowance has been made for rejection of flawed, damaged and noncompliant material.
- 10.5. CTA or its appointed representative may interrupt the inspection if the daily rejection rate exceeds twenty percent (20%), as computed on a board footage basis.
- 10.6. Should an inspection be interrupted due to insufficient material, unacceptable quality, Contractor labor or equipment shortages, the Contractor shall assume all re-inspection expenses. Said expenses shall include, but not be limited to, the CTA's costs for transportation, lodging, boarding, labor and related incidentals. The amount shall be deducted from any invoices submitted for material furnished.
- 10.7. Following an interrupted inspection, should the Contractor fail to comply with requirements on any subsequent inspection or re-inspection of the contract release, the QA representative may recommend the Contractor be removed from CTA's list of approved suppliers and subsequent cancellation of the contract.
- 10.8. An interrupted inspection shall not, in itself, alter CTA's tie delivery requirements.
- 10.9. The Contractor shall furnish CTA's QA representative a treatment report at the completion of each production charge (batch). The report shall contain, but is not limited to, all information recorded during conditioning and treatment and in the inspector's report as detailed in AWP M2, section A.
- 10.10. Visual penetration test procedures are detailed in the standards. Test cores shall be extracted from the center of the tie narrow face.
- 10.11. Net preservative retention shall be determined by extraction assay. Testing shall utilize twenty (20), two (2") inch deep cores taken at random from representative ties for each ordered processed using this specification. The cores shall be assayed per section A of AWP M2.
- 10.12. The Contractor shall furnish a certificate of compliance (COC), stating fulfillment with the requirements specified herein. Each COC must identify the quantity and total number of pieces furnished for each order filled using this specification.
- 10.13. Each COC shall reference the associated CTA item and contract release number. A COC shall be furnished for each contract release. The associated COC(s) shall be furnished to CTA's Quality Assurance Manager with each shipment of each contract release.

11. CONTRACT INFORMATION

- 11.1. CTA reserves the right to request and review documents and samples of proposed product without cost or obligation. Reviews may be conducted at the proposed processing facility.
- 11.2. Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this contract document. Potential bidders requiring additional information from person(s) listed in the special conditions must route their requests through the Procurement Administrator. Potential bidders who contact any CTA personnel other than the Procurement Administrator will be considered in violation of the provisions of the contract document.

Table 1 – Bundling & Banding Chart

Tie Size	Ties/Bundle	Configuration
6" x 9" x 8'	30	5 (wide) x 6 (high)
6" x 9" x 9'	30	5 (wide) x 6 (high)
6" x 9" x 10'-0"	20	5 (wide) x 4 (high)
6" x 9" x 12'-0"	18	4 (wide) x 4 (high)
6" x 9" x 14'-0"	12	3 (wide) x 4 (high)
6" x 9" x 16'-0"	12	3 (wide) x 4 (high)
6" x 6"	30	5 (wide) x 6 (high)

CTA Lot Numbers

Commodity	Lot Number
6" x 9" x 8'	1532802
6" x 9" x 9'	1533221
6" x 9" x 10'-0"	1533222
6" x 9" x 12'-0"	1533223
6" x 9" x 14'-0"	1533224
6" x 9" x 16'-0"	1533225
6" x 6" x 8'	1531856
6" x 6" x 8'	1531857

Distribution: Manager, Track/Civil Engineering
Manager, Track Maintenance

LR/lr – 14th Revision – 05/20/14

CHICAGO TRANSIT AUTHORITY
DETAIL SPECIFICATION
FOR
CREOSOTE TREATED YELLOW PINE PLATFORM & FOOTWALK DECKING
SPECIFICATION NO. CTA 0081-14

1. SCOPE

- 1.1 This specification covers the requirements for creosoted southern yellow pine platform and footwalk decking.

2. DETAIL REQUIREMENTS

- 2.1 2" x 6" x 2'-6" Creosoted Yellow Pine: CTA Item No. 1531402
2" x 6" x 3' Creosoted Yellow Pine: CTA Item No. 1531404
2" x 6" x 8' Creosoted Yellow Pine: CTA Item No. 1531409
2" x 6" x 10' Creosoted Yellow Pine: CTA Item No. 1531410
2" x 6" x 12' Creosoted Yellow Pine: CTA Item No. 1531411
2" x 6" x 14' Creosoted Yellow Pine: CTA Item No. 1531412
2" x 6" x 16' (S4S) Creosoted Yellow Pine: CTA Item No. 1531413
2" x 6" x 16' (S2S) Creosoted Yellow Pine: CTA Item No. 1531854
- 2.2 The lumber shall be dense select structural grade Southern Yellow Pine, and conform for both density and moisture content to the most recent version of the *Standard Grading Rules for Southern Pine Lumber*.
- 2.3 All lumber shall either be kiln dried, although air seasoned is acceptable.
- 2.6 After the lumber is properly seasoned, the lumber shall be dressed for size as specified on the order and must be clean cut and square at both ends to the length specified.
- 2.7 The lumber shall be free of all wane.
- 2.8 Loose knots and knot holes that extend through the piece shall be strictly prohibited as all of this material shall be used for decking over surfaces to be used by CTA passengers.

3. TREATMENT

- 3.1 The lumber shall be treated by the open cell process with P2 creosote to eight (8 lbs./ft.³) pounds per cubic foot, net final retention, and to a minimum penetration of two and one half (2.5") inches or eighty-five (85%) percent of the sapwood.
- 3.2 The creosote shall comply with the American Wood-Preservers Association Standard P2, Standard for Coal Tar Creosote for Land, Fresh Water and Marine (Coastal Water) use in the most recent version of the *American Wood Preservers Association Book of Standards*.
- 3.3 Treatment by the standard open cell process shall be in compliance with the most recent version of the American Wood-Preservers Association Standard C1, *All Timber Products Preservative Treatment by Pressure Processes* and the most recent version of the American Wood-Preservers Association Standard C2, *Lumber, Timber, Bridge Ties and Mine Ties Preservative Treatment by Pressure Processes*.
- 3.4 Treated lumber shall receive a final vacuum to remove surface creosote.
- 3.5 The lumber is to be clean in appearance, free from sludge and dirt and shall be in a condition safe for humans to handle the material while wearing cloth gloves.

4. BUNDLING

- 4.1 Properly stored material shall be assembled into strapped bundles.
- 4.2 Steel or fiber corner protectors shall be used with all bands.

5. INSPECTION

- 5.1 A duly authorized CTA representative may inspect the plant and material at any time after the date of the Purchase Order and before shipment is completed. Advance notice of any visit shall be provided. Any inspection may not be impeded or refused.
 - 5.1.1 All material, seasoning, manufacturing, treatment, preservative and loading are subject to inspection.

6. LETTER OF CERTIFICATION

- 6.1 The Contractor shall furnish an appropriately notarized, Certificate of Compliance to verify conformance to the applicable specification for treatments required. The Certificate of Compliance shall be delivered to the CTA Purchasing Agent in advance of shipment of the material.

6. LETTER OF CERTIFICATION

- 6.2 All Certificates of Compliance must reference the CTA item numbers and purchase/release number. A separate Certificate of Compliance shall be furnished for each purchase/release number authorized by the CTA Purchasing Agent. The Certificate of Compliance shall list the quantity and the total board-feet for each item number shipped.

7. GENERAL

- 7.1 Potential Bidders requiring additional information shall contact the Procurement Administrator listed on the front page of this Contract Document. Potential Bidders requiring additional information from a person or persons listed in the Special Conditions must route their requests through the Procurement Administrator. Potential Bidders who contact any Authority personnel other than the Procurement Administrator will be considered in violation of the provisions of the Contract Document.

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

EFF/el – Retyped – 10/14/87
JH/jh,lr – 13th Revision – 05/20/14

PROPOSAL (GROUP A)

**SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14
CONTRACT NO. B14FR00012**

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 Yellow Pine and Red Oak Ties, to be released as required, F.O.B. destination, as described in these General and Special Conditions and Detailed Specification No. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14, at the unit price set forth below. This Contract shall become effective on the date of execution and will continue in effect for a period of up to 36 months.

Prices quoted shall be **firm** for the contract duration unless escalation is stated below. Escalation shall be allowed for the second and third year of the contract only.

Escalation prices with _____% maximum ceiling on escalation for the second 12 months and _____% maximum ceiling on escalation for the third 12 months of the contract.

Please see attached information for CTA Lot Numbers, approved manufacturers and to furnish unit pricing.

E-mail address for release(s): _____

General e-mail address if different from above: _____

COMPANY BIDDING: _____

PERSON TO CONTACT: _____ PHONE NO: _____
FAX NO: _____

TERMS: DISCOUNT: _____% _____, _____ DAYS

PROPOSAL (GROUP B)

**SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14
CONTRACT NO. B14FR00012**

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 Yellow Pine and Red Oak Ties, to be released as required, F.O.B. destination, as described in these General and Special Conditions and Detailed Specification No. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14, at the unit price set forth below. This Contract shall become effective on the date of execution and will continue in effect for a period of up to 36 months.

Prices quoted shall be firm for the contract duration unless escalation is stated below. Escalation shall be allowed for the second and third year of the contract only.

Escalation prices with _____% maximum ceiling on escalation for the second 12 months and _____% maximum ceiling on escalation for the third 12 months of the contract.

Please see attached information for CTA Lot Numbers, approved manufacturers and to furnish unit pricing.

E-mail address for release(s): _____

General e-mail address if different from above: _____

COMPANY BIDDING: _____

PERSON TO CONTACT: _____ PHONE NO: _____
FAX NO: _____

TERMS: DISCOUNT: _____% _____, _____ DAYS

PROPOSAL(GROUP A)

**SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14
CONTRACT NO. B14FR00012**

SAW MILL AND TREATING PLANT

The bidder shall identify the saw mill, treating plant and shipper used in the production and delivery of this order.

Saw Mill:

Name: _____
Address: _____

Mill Manager: _____
Telephone No: _____
Fax Number: _____

Treating Plant:

Name: _____
Address: _____

Plant Manager: _____
Telephone No: _____
Fax Number: _____

Method of shipment and name of shipper:

PROPOSAL(GROUP B)

**SPECIFICATION NO. CTA 1360-14, 1560-14, 1400-14, 2977-14 & 2978-14 & 0081-14
CONTRACT NO. B14FR00012**

SAW MILL AND TREATING PLANT

The bidder shall identify the saw mill, treating plant and shipper used in the production and delivery of this order.

Saw Mill:

Name: _____

Address: _____

Mill Manager: _____

Telephone No: _____

Fax Number: _____

Treating Plant:

Name: _____

Address: _____

Plant Manager: _____

Telephone No: _____

Fax Number: _____

Method of shipment and name of shipper:

Run Date: 06/27/14
Run Time: 09:05:14

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

RFO Number: 92980

Registration Num: 101540614

Group

Buyer Name: Saracco, Anthony F

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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1 A 1530602 BN 6

Description: PLUG: HARDWOOD, TIE, 9/16" X 5-1/2", TREATED TO MAKE WATERIGHT FIT IN SPIKE, MULTIPLE, MIXED HARDWOOD, TREATED WITH NO. 1 CREO OIL, 6 LBS. PER CU. FT., RETENTION, PCK. INFO: BN 500 PC

per bundle

2 A 1531012 PC 6630

Description: TIES: OAK CROSS TIES, DENSE SELECT STRUCTURAL, 6" X 8" X 8'-6" DIMENSIONS (848 FULL DIMENSIONS). THE 6" DIMENSION SHALL BE EXACT, +/-0". MATERIAL SHALL BE TREATED WITH GRADE #1 CREOSOTE TO NET FINAL RETENTION OF 7 LBS. PER CU. FT. TIES SHALL BE SHIPPED 5 TIES WIDE BY 6 TIES HIGH. EACH TIE BUNDLE SHALL BE BANDED WITH THREE (3), TWO (2) INCH WIDE STEEL BANDS (0.044 THICK-MINIMUM); CORNER PROTECTORS SHALL BE USED. BANDS SHALL BE 18" IN FROM ENDS OF THE TIE BUNDLE AND AT CENTER OF THE TIE BUNDLE. VENDOR SHALL SUBMIT CERTIFICATE OF COMPLIANCE TO CTA WITH EACH SHIPMENT., SPEC. NO: 1360, PCK. INFO: BN 30 PC

3 A 1531219 PC 105

Description: OAK: SWITCH TIES, RED, 7" X 9" X 9', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT. RETENTION., SPEC. NO: 1360, PCK. INFO: PC 1 PC

4 A 1531221 PC 37

Description: TIE: SWITCH, OAK, RED, 7" X 9" X 10', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB., PER CU. FT., RETENTION., SPEC. NO: 1360, PCK. INFO: PC 1 PC

5 A 1531223 PC 0

Description: OAK: RED, SWITCH TIES, 7" X 9" X 11', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT., RETENTION., SPEC. NO: 1360, PCK. INFO: PC 1 PC

6 A 1531225 PC 149

Description: TIE: SWITCH, OAK, RED, 7" X 9" X 12', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT. RETENTION, SPEC. NO: 1360, PCK. INFO: PC 1 PC

7 A 1531227 PC 100

Description: OAK: RED, SWITCH TIES, 7" X 9" X 13', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT. RETENTION., SPEC. NO: 1360, PCK. INFO: PC 1 PC

Run Date: 08/27/14
Run Time: 09:05:14

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

RFO Number: 92980

Regulation Num: 101540614

Buyer Name: Saracco, Anthony P

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No.	Offered	Unit Price
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8 A 1531229 PC 119

Description: TIE: SWITCH, OAK, RED, 7" X 9" X 14', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT. RETENTION, SPEC. NO: 1360, PCK. INFO: PC 1 PC

9 A 1531231 PC 51

Description: OAK: RED, SWITCH TIES, 7" X 9" X 15', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT. RETENTION, SPEC. NO: 1360, PCK. INFO: PC 1 PC

10 A 1531233 PC 40

Description: TIE: SWITCH, OAK, RED, 7" X 9" X 16', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT. RETENTION, SPEC. NO: 1360, PCK. INFO: PC 1 PC

11 A 1531238 PC 0

Description: TIE: SWITCH, OAK, RED, 7" X 9" X 20', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT. RETENTION, SPEC. NO: 1360, PCK. INFO: PC 1 PC

12 A 1531239 PC 0

Description: TIE: SWITCH, OAK, RED, 7" X 9" X 22', TREATED WITH 60-40 CREO-COAL TAR, SOLUTION, 7 LB. PER CU. FT. RETENTION, SPEC. NO: 1360, PCK. INFO: PC 22 FT

13 B 1531502 PC 0

Description: PINE: WALK TIES, YELLOW, ON ENGINEWOOD, 6" X 6" X 9', DENSE SELECT STRUCTURAL, S4S TO 5-5/8" X 5-3/4", TREATED, WITH NO. 1 CREOSOTE OIL, 8 LBS. PER CU. FT., RETENTION, SPEC. NO: 2978, DRAW. NO: 1131-10, PCK. INFO: BN 36 PC

14 B 1532251 LF 0

Description: PINE: GUARD RAIL, YELLOW, 6" X 8" X 18', 22' & 24', EQUAL LINEAL FOOTAGE PROPORTIONS, DENSE SELECT STRUCTURAL, S4S TO 6" X 8", 8" HT. EXACT, TREATED, WITH NO. 1 CREOSOTE OIL, 8 LB. PER CU. FT. RETENTION, SPEC. NO: 2977, DRAW. NO: STD-16-D, PCK. INFO: LF 1 LF

per foot

Run Date: 08/27/14
Run Time: 09:05:14

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

RFQ Number: 92980

Requisition Num: 101540614

Buyer Name: Saracco, Anthony F

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No. Offered	Unit Price
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15 B 1532802 PC 0

DESCRIPTION: PINE, CROSS TIE, YELLOW, 6" X 8" X 8', DENSE STRUCTURAL 65, AIR SEASONED, S4S, TO FULL SIZE SHOWN, 6" HEIGHT EXACT, TREATED WITH #1 CREOSOTE OIL, 6 LBS. PER. CU FT RETENTION, PREBORED PER CTA DRAW. R. STANDARD 35, MUST BE PROPERLY BUNDLED, WITH 2" BANDS, SPEC. NO: 2978, DRAW. NO: 1111, PCK. INFO: BN 30 PC

16 B 1533221 PC 3032

DESCRIPTION: PINE, SWITCH TIES, YELLOW, 6" X 8" X 9', DENSE STRUCTURAL 65, AIR DRIED, S4S FULL, SIZE, 6" HEIGHT MUST BE EXACT, TREATED, WITH #1 CREO-OIL, 6 LBS PER CU FT, RETENTION, **HAZARDOUS MATERIAL NOTES "R & S" MUST, BE FURNISHED BY SUPPLIER OF THE PRODUCT, SPEC. NO: 2978, DRAW. NO: 1111, PCK. INFO: BN 30 PC

17 B 1533222 PC 35

DESCRIPTION: PINE, SWITCH TIES, YELLOW, 6" X 8" X 10', DENSE SELECT STRUCTURAL, S4S FULL, SIZE, 6" HEIGHT MUST BE EXACT, TREATED, WITH #1 CREOSOTE OIL, 6 LBS PER CU FT, RETENTION, **HAZARDOUS MATERIAL NOTES "R & S" MUST, BE FURNISHED BY SUPPLIER OF THE PRODUCT, SPEC. NO: 2978, PCK. INFO: PC 1 PC

18 B 1533223 PC 0

DESCRIPTION: PINE, SWITCH TIES, YELLOW, 6" X 8" X 12', DENSE STRUCTURAL 65, AIR DRIED, S4S FULL, SIZE, 6" HEIGHT MUST BE EXACT, TREATED, WITH #1 CREO-OIL, 6 LBS PER CU FT, RETENTION, **HAZARDOUS MATERIAL NOTES "R & S" MUST, BE FURNISHED BY SUPPLIER OF THE PRODUCT, SPEC. NO: 2978, PCK. INFO: BN 25 PC

19 B 1533224 PC 490

DESCRIPTION: PINE, SWITCH TIES, YELLOW, 6" X 8" X 14', DENSE SELECT STRUCTURAL, S4S FULL, SIZE, 6" HEIGHT MUST BE EXACT, TREATED WITH NO. 1 CREOSOTE OIL, 6 LBS. PER CU FT, RETENTION, **HAZARDOUS MATERIAL NOTES "R & S" MUST, BE FURNISHED BY SUPPLIER OF THE PRODUCT, SPEC. NO: 2978, REV. NO: DATE:, DRAW. NO:, PAT. NO:, PRV. ITEMID:, PCK. INFO: PC 1 PC

Run Date: 08/27/14
Run Time: 09:05:14

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

RFP Number: 92980

Requisition Num: 101540614

Buyer Name: Saracco, Anthony F

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No.	Offered	Unit Price
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20 B 1533225 PC 1

DESCRIPTION: PINE: SWITCH TIES, YELLOW, 6" X 8" X 16', DENSE STRUCTURAL, 65, AIR DRIED, S4S
FULL, SIZE, 6" HEIGHT, MUST BE EXACT, TREATED, WITH #1 CREOSOTE OIL, 6 LB. PR CU
Description: FT, RETENTION., **HAZARDOUS MATERIAL NOTES "R & S" MUST, BE FURNISHED BY
SUPPLIER OF THE PRODUCT., SPEC. NO: 2978, PCK. INFO: BN 18 PC

21 A 1534000 PC 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 9' LONG

22 A 1534001 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 10' LONG

23 A 1534002 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7' X 9' X 11' LONG

24 A 1534003 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 12' LONG

25 A 1534005 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 14' LONG

26 A 1534006 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 15' LONG

27 A 1534007 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 16' LONG

28 A 1534008 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 17' LONG

29 A 1534009 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 18' LONG

Run Date: 08/27/14
Run Time: 09:05:14

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

RFQ Number: 92980

Registration Num: 101540614

Buyer Name: Saracco, Anthony F

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Manufacturer's Part No.	Offered	Unit Price
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30 A 1534010 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 20' LONG

31 A 1534011 EA 0

Description: TIE: HARDWOOD, DUAL TREATED CREOSOTE AND BORATE, 7" X 9" X 22' LONG

32 B 1531402 PC 0

DESCRIPTION: PINE: YELLOW, 2" X 6" X 2'6", DENSE, SELECT, STRUCTURAL, 65 AIR DRIED, S4S TO 1-1/2" X 5-1/2", TREATED WITH NO. 1, CREOSOTE OIL, 6 LB. PER CU FT. RETENTION, MUST BE 52 PC PER BUNDLE., ***HAZARDOUS MATERIAL NOTES "R & S" MUST, BE FURNISHED BY SUPPLIER OF THE PRODUCT., SPEC. NO: 81, DRAW. NO: ... PCK. INFO: BN 52 PC

33 B 1531404 PC 0

DESCRIPTION: PINE: YELLOW, 2" X 6" X 3', DENSE SELECT, STRUCTURAL, 65 AIR DRIED, S4S TO 1-1/2" X 5-1/2", TREATED WITH NO. 1 CREOSOTE OIL, 6 LB. PER CU FT. RETENTION, ***HAZARDOUS MATERIAL NOTES "R & S" MUST, BE FURNISHED BY SUPPLIER OF THE PRODUCT., SPEC. NO: 81, DRAW. NO: ... PCK. INFO: BN 30 PC

35 B 1531410 PC 0

DESCRIPTION: PINE: YELLOW, 2" X 6" X 10', DENSE, SELECT, STRUCTURAL, S4S TO, 1-1/2" X 5-1/2", TREATED WITH NO. 1, CREOSOTE OIL, 8 LBS. PER CU FT RETENTION, SPEC. NO: 81, DRAW. NO: ... PCK. INFO: BN 52 PC

36 B 1531411 PC 0

DESCRIPTION: PINE: YELLOW, 2" X 6" X 12', DENSE, SELECT, STRUCTURAL, S4S TO, 1-1/2" X 5-1/2", TREATED WITH NO. 1, CREOSOTE OIL, 8 LBS. PER CU FT RETENTION, SPEC. NO: 81, DRAW. NO: ... PCK. INFO: BN 52 PC

37 B 1531412 PC 0

DESCRIPTION: PINE: YELLOW, 2" X 6" X 14', DENSE SELECT STRUCTURAL, S4S TO 1-1/2" X 5-1/2", TREATED WITH NO. 1 CREOSOTE OIL 8 LBS. PER CU FT RETENTION, MUST BE BUNDLED 13 PCS HIGH, 4 PCS ACROSS WITH 2" BANDS, AS PER CAT DMG., SPEC. NO: 81, DRAW. NO: ... REV. NO: DATE: 12/13/72, PCK. INFO: BUND 52 PC

Run Date: 08/27/14
Run Time: 09:05:14

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

RFO Number: 92980

Regulation Num: 101540614

Buyer Name: Saracco, Anthony F

Buyer Phone:

Line No.	Item No.	UOM	Prior Demand	Manufacturer's Name	Part Number	Manufacturer's Name	Part No.	Offered	Unit Price
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38 B 1531413 PC 0

DESCRIPTION: PINE: YELLOW, 2" X 6" X 16', DENSE, SELECT STRUCTURAL S4S TO 1-1/2" X 5-1/2", TREATED WITH NO. 1 CREOSOTE OIL,, 8 LBS. PER CU FT RETENTION, 1,000 PCS MINIMUM IN STOCK AT ALL TIMES, THE MATERIAL MUST BE BUNDLED 13, HIGH BY 4 PC ACROSS WITH THE PROCT, SPEC. NO: 81, DRAW. NO: 1-6-71, PCK. INFO: BN 52 PC, 7-DIGIT LOT NUMBER STENCILED ON BUNDLE

39 B 1531854 PC 0

DESCRIPTION: PINE: FLOORING, TONGUE AND GROOVE, YELLOW, 2" X 6" X 16', DENSE SELECT, STRUCTURAL, S2S AND C4, 1-3/4" X, 5-1/2", FACE FLOORING, TREATED WITH, NO. 1 CREOSOTE OIL, 8 LBS., SPEC. NO: 81, REV. NO: DATE:, BULL. NO:, DRAW. DATE:, PAT. NO:, PRV. ITEMID:, PCK. INFO: PC 1 PC

40 B 1531856 PC 0

DESCRIPTION: PINE: YELLOW, DIP TIE, 6" X 6" X 8', FOR WALK TIES, DENSE STRUCTURAL 65,, AIR DRIED, S4S TO 5-5/8" X 5-3/4", TREATED WITH #1 CREOSOTE OIL, NOTE: MATERIAL PURCHASED UNDER LOT, #1531501, AS UNCLT LUMBER, ADDITIONAL, LOT # REQUIRED TO PLACE MATERIAL BACK IN SR, 48 INVENTORY, FOLLOWING CUTS TO "DIP, TIE" SPECIF. I.E, AS PER DIAGRAM, 999999, PCK. INFO: PC 1 PC

41 B 1531857 PC 0

DESCRIPTION: PINE: DIP TIE, YELLOW, 6" X 6" X 9', FOR WALK TIES, DENSE STRUCTURAL 65,, AIR DRIED, S4S TO 5-5/8" X 5-3/4", TREATED WITH NO. 1 CREOSOTE OIL, NOTE: MATERIAL PURCHASED UNDER LOT, #1531502, AS UNCLT LUMBER, ADDITIONAL, LOT # REQUIRED TO PLACE MATERIAL BACK IN SR, 48 INVENTORY, FOLLOWING CUTS TO "DIP TIE", PCK. INFO: PC 1 PC

1531409 B 1531409 PC 0

DESCRIPTION: PINE: YELLOW, 2" X 6" X 8', DENSE SELECT, STRUCTURAL, S4S TO 1-1/2" X 5-1/2", TREATED WITH NO. 1 CREOSOTE OIL,, 8 LB. PER CU FT RETENTION,, SPEC. NO: 81, DRAW. NO: PCK. INFO: BN 52 PC

End of Report

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

Signature and Title of Authorized Official

Date

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans and Cooperative Agreements

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Local Contact Person: _____

Title: _____

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

How many years has your company been in business? _____

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

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

Manufacturer _____ **Supplier** _____ **Distributor** _____ **Other (explain)** _____

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

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

Firm Name

Contact Person

TelephoneThis image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page.

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 _____

BIDDER'S PRICE CERTIFICATION

The _____ hereby certifies that the prices quoted herein
(Name of Company)
are "Equal To" or "Not Greater Than" prices currently quoted to their most favored customers.

By: _____
(Signature of Company Official)

(Official's Title)

(Date)

ATTEST:

(Secretary)

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)

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)

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

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE - IF ANY

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

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

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

Business Address: _____
(Print or Type Street Address)

(Print or Type City, State and Zip)

BY SIGNATURE(S):

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

(Partner)

(Partner)

(Partner)

(Partner)

(Partner)

State of _____

County of _____

Signed and Sworn to before me on:

by _____
(Printed name of Authorized Officer)

(Signature of Notary Public)

(NOTARIAL SEAL)

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

DISCLOSURE OF OWNERSHIP

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

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

FEIN #:

Corporate Headquarters Address:
City, State, Zip:

State of Incorporation:

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

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

TYPED OR PRINTED NAME

%INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

TYPED OR PRINTED NAME

%INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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

TYPED OR PRINTED NAME

%INTEREST

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DISCLOSURE - TO BE COMPLETED BY ALL BIDDERS

PROPOSAL (continued)

ACCEPTANCE

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

Contract Number

Total Amount of Contract \$

Dated this _____ **day of** _____, 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