



DBE - SCHEDULE D

DBE Utilization Plan

CONTRACT TITLE: _____

CONTRACT NUMBER: _____

PRIME CONTRACTOR: _____

TASK ORDER NUMBER: _____ **CATEGORY NUMBER: (IF APPLICABLE)** _____

(IF APPLICABLE)

TOTAL BID AMOUNT: _____

I, acting in my capacity as an officer of the undersigned bidder/proposer (or bidders/proposer, if a joint venture), hereby assure the Chicago Transit Authority that on the above referenced project my company:

- ☐ **Meets or exceeds** the DBE goal assessed and has provided documented participation of ____%. Attached are the signed Schedule C required by the Special Conditions assuring that each business will perform a commercially useful function in this work of the contract.
- ☐ **Failed** to meet the DBE goal assessed through DBE participation but included good faith effort documentation to meet the goal and provided documented participation of ____%. Attached are the signed Schedule C required by the Special Conditions assuring that each business will perform a commercially useful function in the work of the contract.

DBE FIRM (If 2 nd tier or lower, identify sub-prime)	TIER	WORK CATEGORY (e.g. Regular Dealer)	DESCRIPTION OF WORK	TOTAL AMOUNT OF DBE CONTRACT
Total DBE Participation (Including the additional page if applicable)				

The Authority reserves the right to request additional information or documentation for the purpose of evaluation or clarification. The additional information or clarification must be provided within five (5) business days of request. Failure to respond may result in the bid being deemed non-responsive and may be excluded from further consideration.

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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 Cs 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.

The Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Authority's requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the Authority.

Under penalties of perjury as provided by law, the undersigned certifies that the statements set forth in the foregoing DBE Schedule are true and correct.

Signature of Owner, President, or Authorized Agent of Prime Contractor

Name of Prime Contractor

Printed Name of Owner, President, or Authorized Agent of Prime Contractor

Printed Title

Date

Phone

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