

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office, 2nd Floor, 567 W. Lake St., Chicago, Illinois 60661-1498, until 3:30 P.M. on Friday, October 24, 2008:

Req. C08FR100719707
Request For Proposals (RFP) for Web-Based Diversity Management Software System Services.

Written questions regarding this RFP will be accepted no later than 4:30 PM, Monday, October 6, 2008. You may send written questions to Iliana Stark via e-mail at istark@transitchicago.com.

For additional information, please contact Iliana Stark, Procurement Administrator, at 312-681-2650.

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

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

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 the Illinois Human Rights Commission.

Contractor will be required to certify that their firm is not on the Comptroller General's list of ineligible contractors.

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

This contract shall be subject to the Federal Construction Safety and Health Standards Clause.

PLEASE NOTE: Where proposals 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 due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays.

(2)

The right is reserved to accept any proposal or to reject any and all proposals. Acceptance of any proposal 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 the documents obtained from the Bid Office - 2nd Floor, 567 W. Lake St., Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Robert Conlin
General Manager, Purchasing

September 29, 2008



CHICAGO TRANSIT AUTHORITY

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

September 24, 2008

Subject: Requisition No. C08FR100719707 – Request for Proposals for Web-based Diversity Management Software System Services.

Dear Proposer:

The Chicago Transit Authority is seeking proposals for the subject project. Proposal packages are to be delivered to:

Delivery Service or Drop Off

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

or Mail to

Chicago Transit Authority
Bid Office
P.O. Box 7554
Chicago, IL 60680-7554

Due Date: Friday, October 24, 2008

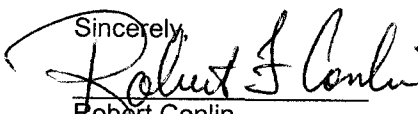
Proposals must be received before 3:30 p.m. Chicago time

Where proposals 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 proposal is delayed beyond the date and hour set for the bid opening, proposals 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.

Ten (10) copies of the Technical section,
Four (4) copies of the DBE section, and
Ten (10) copies of the Price Proposal section are to be provided

Written questions regarding this RFP will be accepted no later than 4:30p.m., Monday, October 6, 2008. You may send written questions to Iliana Stark via e-mail at istark@transitchicago.com.

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section.

Sincerely,

Robert Conlin
General Manager, Purchasing

cc: File C08FR100719707



CHICAGO TRANSIT AUTHORITY

REQUEST FOR PROPOSALS

REQUISITION NO. C08FR100719707

FOR

WEB-BASED DIVERSITY MANAGEMENT SOFTWARE SYSTEM

Confidentiality and Non-Disclosure: Firms requiring assistance shall only contact Iliana Stark, Procurement Administrator at (312) 681-2650, Robert Conlin, General Manager, Purchasing at (312) 681-2420 or Marina Popovic, Acting Vice President, Purchasing & Warehousing. Firms, including all team sub-consultants, who contact any CTA personnel, either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified. Prime consultants are required to sign and submit the "RFP Non-Disclosure Statement Contractor" (Appendix K) with the proposal and to require all sub-consultants to submit signed copies of the "RFP Non-Disclosure Statement Sub-Contractor" (Appendix K) with the proposal.

ISSUED BY

**Purchasing Department, Chicago Transit Authority
P.O. Box 7554**

Chicago, Illinois 60680-7554

**Marina Popovic, Acting Vice President, Purchasing & Warehousing
Ron Huberman, President
Carole L. Brown, Chairman**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. Introduction to the CTA	3
II. Background information	3
III. Scope of Services	4
IV. Proposal Requirements	17
V. Evaluation Process and Criteria	22

Attachments

Attachment 1	Instructions for completing DBE Certification Application and Application
Attachment 2	DBE No-Change Affidavit
Attachment 3	DBE Certification Renewal Application
Attachment 4	DBE Statement of Personal Net Worth
Attachment 5	Vendor Application including the Commodity Code Checklist
Attachment 6	Regulations for DBE certifications

Appendices

Appendix A	Cost and Price Analysis Forms
Appendix B	Sample Agreement - Not for Execution
Appendix C	Special Conditions DBE Requirements
Appendix D	Bid Protest Procedures
Appendix E	Certification of Primary Regarding Debarment
Appendix F	Certification of Lower Tier Regarding Debarment
Appendix G	Certification Regarding Lobbying
Appendix H	Certification Regarding A Drug Free Workplace
Appendix I	Disclosure of Ownership
Appendix J	Brief History of Your Company
Appendix K	RFP Non-Disclosure Statement
Appendix L	Vendor References Form
Appendix M	Insurance Requirements

I. INTRODUCTION TO THE CTA

The Chicago Transit Authority (CTA) operates the second largest public transportation system on the North American continent.

The CTA, which was created by state legislation, began operation on October 1, 1947, after acquiring the properties of the Chicago Rapid Transit Company and the Chicago Surface Lines. The CTA expanded again on October 1, 1952 when it purchased the Chicago Motor Coach system.

The CTA's service area is composed of the 220 square miles of the City of Chicago, plus 40 suburbs, with a total population of 3.8 million persons.

There are approximately 2,000 buses operating over 154 routes totaling 2,273 route miles. There are over 12,000 posted bus stops. Buses travel more than 192,022 miles per day.

On the rapid transit system, the CTA's fleet of 1,190 rapid transit cars operate over seven routes on 222 miles of track. Rail cars provide about 500,000 customer trips each day and serve 144 stations.

Chicago is one of only a few cities in the world that has transit service around the clock. In the late night and early morning hours, nearly all of the rapid transit routes are in operation, and about 50 percent of the bus routes provide service.

II. BACKGROUND INFORMATION

The Diversity and Small Business Compliance Programs Department is responsible for providing accurate monitoring, control and reporting all Disadvantaged Business Enterprise (DBE) activity on federal contracts to the Federal Transit Administration (FTA). Additionally, all construction-related contracts are subject to compliance with the Davis-Bacon Act consisting of Equal Employment Opportunity (EEO) as well as Prevailing Wage Requirements.

The CTA also recognizes DBE certifications granted by state and local agencies participating in the Illinois Unified Certification Program (IL UCP). Currently, all activity is tracked by staff using a series of spreadsheets and related databases. The proposed DBE monitoring and reporting software system must significantly enhance staff's ability to accurately monitor, control and report all DBE activity to the FTA. These services must be provided in a timely, comprehensive, accurate, cost-efficient manner. It is critical that all future investments in DBE monitoring and reporting software system equipment and technology and sub-systems be properly coordinated in a structured plan to ensure effective administration while providing accurate and reliable data in a fully integrated system.

The intent of this proposal is to procure a web-based software system that is capable of tracking, monitoring, and reporting all DBE activity for all federally funded procurements. This must be a state of the art system that will increase staff productivity. The software must satisfy the basic FTA requirements, which is to monitor, control and report on all DBE and construction related activity. As a designated recipient for FTA funding, the CTA is required to file numerous reports with the FTA regarding DBE activity annually and semi-annually.

The software must have capabilities that incorporate required FTA report formats and that can automatically complete an FTA semiannual DBE report. Software must have the capability to capture, track and report on DBE contract awards and payments, prime contractor awards and payments, non-DBE subcontract awards, adjustments to contract award amounts, percentage attainment against the DBE goal, and race neutral/conscious calculations, as required by 49 CFR, Part 26 for the complete monitoring of DBE utilization during the life of a contract. Additionally, the

software will also capture pertinent certified payroll information on construction-related projects from prime contractors and all subcontractors.

The purpose of this procurement is to award a contract to a firm who can provide a comprehensive system that will increase staff productivity and accuracy. This software must satisfy the basic FTA requirements, which are to monitor, control and report on all DBE activity. The goal of this proposal is to award a contract to a firm who can implement an efficient, effective, and accurate DBE monitoring and reporting software system.

III. SCOPE OF SERVICES

The CTA seeks firms which have the experience, capability and financial ability to provide a Web-based Diversity Software System. CTA's preference is a hosted solution, but will consider an in-house solution, solution must use domain name, **www.ctavendor.com**. CTA will entertain the option of a form-management system as well as custom applications.

The selected firm must be experienced in performing the scope of services required herein. Specific duties to be provided by the firm will include the following:

Contract Management and Compliance

- Software shall be capable of conducting frequent updates to vendor's list, which is essential to the Federal Transit Administration assisted contract goal-setting process.
- Software shall provide for instant retrieval of DBE firms by NAICS codes, which is essential for contract DBE goal setting.
- Software shall incorporate required Federal Transit Administration report formats that can complete the required DBE reports as follows but not limited to:
 - Semi-annual Report on DBE awards, commitments and payments.
 - Annual DBE Goal submission.
 - Annual end of year DBE Program Report documenting DBE utilization on FTA assisted projects.

Software shall capture, track and report the following items required by 49 CFR, Part 26 for the complete monitoring of DBE utilization through the life of a contract:

- (a) DBE Contract awards
- (b) DBE Payments
- (c) Prime contract awards
- (d) Prime contract payments
- (e) Non-DBE sub contract awards
- (f) Adjustments to contract award amounts for Prime Contractors and DBE - subcontractors
- (g) Percentage attainment against the DBE goal
- (h) Race neutral/Race conscious calculations
- (i) Type of procurement
- (j) Type of contract

- (j) Type of contract
- (k) DBE good-faith effort verification date and amount
- (l) Federal Funding Percentage
- (m) Contract close date
- (n) Final payment to DBE firm(s)
- (o) Bid date
- (p) Notice to Proceed (NTP) date
- (q) Project meeting type and date
- (r) Required DBE contract specific goal
- (s) Proposed DBE utilization
- (t) Project Manager
- (u) Project Name
- (v) Project Contract Number
- (w) Prime Contractor Name
- (x) DBE firm name(s)
- (y) Schedule on-site date
- (z) Actual on-site date
- (aa) DBE firm's ethnicity and gender
- (bb) DBE certification expiration date

Software shall provide the capability for producing various reports including, but not limited to:

- Trend analysis report
- Monthly progress report displaying overall DBE utilization year to date as measured against the annual DBE goal.
- Monthly progress report displaying project DBE utilization against contract goal for each project.
- Monthly listing of DBE firms within 30 days of certification expiration.
- Monthly listing of DBE firms whose certification has expired.
- Monthly listing of DBE firms within 30 days of scheduled onsite inspection.
- Monthly listing of DBE firms overdue for an onsite inspection based on given criteria.
- Total DBE contract awards by ethnicity and gender.
- Total DBE contract awards by type of procurements.
- Ad hoc reporting capabilities

Vendor Management/DBE Certification Management

Software shall have the capabilities to provide the following functions:

- On-line Registration, DBE Certification Application, No-Change Affidavit, Certification Renewal Application, Personal Net-Worth Statement, Vendor Application and Commodity Code Checklist.
- Form Selection Catalog (Certification Application, No-Change Affidavit, Certification Renewal Application and Vendor Application.)
- Dynamic Application Page (user should have the ability to see “how-to” manuals and regulations concerning the application they have chosen.)
- Easy navigation functionality for completing the different parts of the application(s).
- Administrative capabilities for DBE Programs and Vendor Performance staff.
- Standard and ad hoc reporting capabilities.
- Ability to have multiple system administrators with varying levels of responsibility.
- Ability to save partially completed forms for firms to return and complete at a later date.
- Ability to avoid duplication of newly registered vendors (Advanced Search capabilities to prevent duplication).
- Ability to present forms in a parent-child relationship.
- Ability to log notes against forms.
- Ability to establish workflow by form types.
- Ability to pre-populate profile information into forms to avoid duplicate data entry.
- Ability to handle work queues.
- Ability to validate fields on the application to ensure completeness.
- Ability to customize reports by selecting fields.
- Ability to export reports to Microsoft Excel.

Workflow

- Ability to notify the Vendor Performance Department, via Oracle Workflow notification or via intranet e-mail when a DBE application has been approved.

Processing Requirements for Vendor Application

- Ability to escalate Vendor Applications upon a defined number of days based on non-compliance.
- Ability for vendors to view their vendor status.
- Interfaces into ERP (Oracle) for data input into vendor database upon approval of the firm.
- Ability to retrieve vendor profile information from the ERP system.
- Ability to update vendor profile and propagate changes into ERP system.

- Ability to monitor and track, approvals, denials and requests for additional information for the Vendor Application in accordance with business rules established for the vendor application process.
- E-mail notifications for each of the steps in the business rule process (application received, requests for additional information, and approval/denial).
- Ability to view application status after customer login.
- Ability to check vendor status for vendors registered through the legacy systems.
- Ability for administrators to track forms through workflow.
- Ability to report changes to modified vendor profiles.

Processing Requirements for DBE Applications

- Ability to send e-mail/fax/hardcopy notification upon receipt of DBE application.
- Ability to produce a standard text output file for import into legacy system.
- Ability to interface and propagate data into ERP system.
- The ability to handle on-line notarizations.
- Ability to create Ad hoc reports.

Forms Management Requirements

- Ability to create and store forms that will be available to internal and external clients to complete online.
- Ability to integrate with a workflow package.
- Ability to reduce data inaccuracies. (through validation rules)
- Ability to assist the organization to process the submitted forms using workflow technologies and metrics.
- Auto-fill from a Profile – The selected system must support associating form fields with an auto-fill from a user profile area. The profile information must be associated with the user login to the system.
- Auto-fill from Database – The selected system must allow a field to be a designated key field, which is used to auto-fill other fields using a dynamic database look-up.
- Ability to scale with the organizational needs.

Form Design

- The form design should incorporate a drag and drop form creation incorporating professional layout controls.
- Layout Control - The selected system must have snap-to and point and click alignment guides.

- Tab order – The selected system must facilitate tab-order through automatic and manual tab order controls. Automatic tab order must support in row and column options.
- The system must support the rapid development of forms using drag & drop or point & click interfaces.
- The system must support remote form design with the ability to publish completed forms using standard Web connections.
- The design tool must be able to publish forms using Adobe PDF, HTML and Microsoft formats.

Workflow

- Ability to automate forms and the business processes they drive, with advanced support for tracking, routing and electronically signing online forms.
- Ability to closely integrate with a workflow that will enable the use of structured workflows while also allowing the use of ad hoc workflows when required. A complete solution from one vendor is preferred.
- Ability for the workflow solution to keep a complete audit trail of the approval process.
- Ability to quickly and easily view a workflow process as to ascertain the current status of a process.
- Ability to define and execute business rules.
- Ability to notify a defined list of users upon escalation at various decision points based on business rules, (business rules include but are not limited to the following: financial forms and approval or denial of applicant in DBE programs).

User Descriptions

The system will be primarily accessed by vendors, the Diversity & Small Business Compliance Programs Department and the Vendor Performance Department. All data will be input by vendors and tracking pieces will be input by Vendor Performance. All access must be secure, reliable, scalable and easy to maintain. The CTA's preference is to have a browser-based application (accessed through the internet) that is platform neutral (e.g., Windows, Mac OS, Linux, Unix), but all architectures meeting the requirements in this RFP will be considered. CTA's preference is a hosted solution, but will consider an in-house solution, either solution must use domain name, **www.ctavendor.com**. CTA will entertain the option of a form-management system as well as custom applications. If the chosen solution is the Forms Management option for all CTA internal forms, then the entire CTA workforce may be users of the system.

Name	Description	# of users
Diversity & Small Business Compliance Programs	DBE Analyst will be responsible for printing out hard copies of the DBE application.	5

Vendor Performance	Intake Personnel will be responsible for printing out hard copies of the Vendor Applications and determining if the vendor has completed the application process and should be listed as a vendor.	5
Vendors	Vendors will be able to establish passwords and profiles, complete applications and review status of their applications.	Unlimited
CTA Employees	All employees of the CTA may access the forms management features of the proposed solution.	12,000
CTA Administrators	Program and Technical management personnel access to all functions in the application.	3

System Functionality

Browser-Based DBE/Vendor Applications

Internet Capabilities

The CTA seeks a browser-based program that at a minimum must be accessible by all vendors. In addition, CTA desires to be able to create hard copies of all applications completed for processing. The user interface must be highly intuitive to end-users and flexible. It is important that any application be easy to use by a variety of users, some of whom have limited computer skills. The browser interface should streamline the exchange of data among all persons processing, managing and analyzing applications. The proposed solution needs to be compliant with a variety of internet browsers. CTA's internal browser standard is Internet Explorer 6.0. Buttons to download browsers compatible with the proposed solution should also be made available on the home page of the solution.

Email Integration

The CTA currently uses Microsoft Exchange for its internal and external e-mail system. The system should integrate with a MAPI compliant e-mail system such that will be able to send applications-received notifications to CTA and reports to designated recipients. Examples of some of the required e-mail notifications are as follows:

- To notify CTA personnel that applications were completed on-line (based on user notification preferences).
- Ability to auto-send additional information request based on form type submitted.
- To send second requests to vendors if they have not returned the requested additional information.
- To send denial notices explaining to vendors they are not registered with CTA because they did not return the requested information.
- To send approval notices (including vendor number) to vendors that do return the requested information and are approved by the Vendor Performance Department. DBE approvals must be tracked.
- Bid Notifications
- Seminar/Training Notifications

- Surveys
- Customized Text Notices
- Bulk e-mail capabilities
- Bulk mailings

Workflow Integration

The workflow system should track who has completed tasks for each vendor application. This includes requesting additional (financial) information, sending second notices requesting the additional information, and automatically denying firms that do not return the information in a defined time period.

Ease of Use

The on-line application should be easy to use by all users. It should be accessible over a wide variety of internet browsers and operating systems.

DBE/Vendor Application Fields

Each of the applications that will need to be incorporated in this solution are included as Attachments 1 through 6 of this RFP. The proposed solution should assist the firms in determining which applications they need to complete, and reduce data entry redundancies. An outline of each of the applications follows:

- **Attachment 1** (Instructions and DBE Certification Application): Firms seeking DBE certification for the first time must complete this application. If a firm does get certified and they maintain their certification, they will only need to fill out one DBE Certification application with CTA. If a firm is denied or does not maintain their certification however, they may be required to complete this application again.
- **Attachment 2** (DBE No-Change Affidavit): This application needs to be completed on an annual basis by firms that have been certified, until they are required to complete a Certification Renewal Application (see below). This application is filled out yearly until five (5) years after the date of their original certification or their last certification renewal.
- **Attachment 3** (DBE Certification Renewal Application): Five (5) years after the date of original certification, or last certification renewal, a DBE firm must go through a "renewal of certification" process. This application is required to begin the renewal process.
- **Attachment 4** (Statement of Personal Net Worth): Personal Net Worth Statements are required for each of the owners and are used to demonstrate the majority ownership and control of firms seeking DBE certification. This statement is required for each of the previously mentioned applicants and may consist of statements from multiple owners. This may result in a many-to-one relationship between Personal Net Worth Statements and the applications listed above.
- **Attachment 5** (Vendor Application including Commodity Code Checklist): These forms need to be completed by all firms seeking to do business with CTA (DBE and non-DBE firms). This application will require the workflow processing and eventually be incorporated into ERP (Oracle).
- **Attachment 6** (Regulations for DBE certifications): These instructions need to be "view only", for all DBE firms filling out the above mentioned applications.

Workflow Processing and Escalation

CTA desires to have a program that has a workflow function for tracking the approval of the Vendor Application. This program should request additional information, send second requests for additional information and denials if the information is not received in a predetermined time frame. Upon receipt of the additional information, the intake personnel will be able to 'authorize' the import into Oracle ERP (e.g.: applicants that are selected as "approved" are imported into Oracle).

Reporting

CTA will need to generate a variety of reports for Diversity & Small Business Compliance Programs and Vendor Performance. CTA desires the ability to report on a variety of items. The reports should be able to document the following:

- Number of firms applied for DBE (including type of application) and Vendor status.
- Pending Vendor Applicants (not approved or denied).
- Month-end number of applicant firms.
- Ad hoc reporting on an "as needed" basis.
- Custom select fields to create reports.
- Ability to export reports to Microsoft Excel.
- Ability to filter data by status, date, etc.

Certified Payrolls/Prevailing Wage Labor Compliance

- Web-based database to track and report certified payroll reports.
- Electronic submissions of Certified Payroll data from contractors and subcontractors.
- Access by contractors and subcontractors from any location via the Internet.
- Import and export data files from contractors and subcontractors existing payroll systems.
- Storage, update and maintenance of Federal & State prevailing wage rates including fringe benefits, worker's compensation classification codes and trade classifications.
- Ability to provide e-mail/fax/hardcopy notification of non-compliance to prime contractors and subcontractors.
- System must have the capability to generate e-mail/fax/hardcopy alerts of compliance to contractors and program administrators.
- Secure electronic signatures of personnel authorized to affirm the accuracy of submittals and certified payrolls.
- Password protected registration and access with various rights as designated by staff.
- System must have the capability to reproduce hard copy of standard and customized certified payroll reports.
- System must have the capability to be modified to complement the CTA's reporting requirements.

In addition and related to the Certified Payroll/Prevailing Wage Labor Compliance function, the successful firm shall provide, implement, and conduct training on a system which will provide the capability of tracking construction contractors certified payroll records and confirmation of meeting labor standards requirements in regards to employee paid wages by both prime contractors and subcontractors. The system must meet all applicable Federal, State, and Local Agency requirements. The software must be capable of tracking compliance with prevailing wages, local workforce, journeyman to apprentice ratios, and labor compliance. Moreover, the system must have the capability to monitor, track, and provide ad hoc reports for interested parties. The system must be flexible to allow for additional features and modifications that may be required for future reporting to all interested parties.

The software shall be a web-based software package accessible through a variety of internet browsers and should provide for seamless integration with Microsoft Access Database and Reports. The software should provide comprehensive, real time reporting, payment tracking and alerts in addition to the following reporting features:

Specific Requirements:

- Electronic submission of Certified Payroll data from contractors and subcontractors.
- Access by contractors and subcontractors from any location via the Internet.
- Import and exported data files from the contractors and subcontractors existing payroll systems.
- Storage and maintenance of Federal & State prevailing wage rates, including fringe benefits, worker's compensation classification codes, and trade classifications.
- CTA ability to provide e-mail notification of non-compliance with the various programs to contractors and subcontractors.
- System must have the capability to calculate restitution and generate e-mail alerts of compliance to contractors and program administrators.
- Secure electronic signatures of personnel authorized to affirm the accuracy of certified payrolls.
- Password protected registration and access with various rights as designated by the CTA.
- Reproduce hard copy of certified payroll reports, Minority and Women Business Enterprise reports and specified semi-annual, annual reports and other ad-hoc reporting as deemed necessary.
- Standard reporting and ad-hoc reporting functions delineated by the CTA (statistical and graphical formats) available via hard copy and viewable via screens.
- System must have the capability to be modified to complement the CTA's reporting requirements.

Firm must also provide the following:

- Off-site secure data storage and disaster recovery is required for hosted solution. (Not required for in-house solution)
- Web-hosting capabilities are required for the hosted solution. (Not required for in-house solution)

- Training for contractors and subcontractors, CTA staff and other interested parties. The firm shall be responsible for the development of a web-based training module and/or a hard copy training manual.
- Website and/or hotlinks must integrate seamlessly between CTA's website and web applications.
- If the system includes the options of transferring a file via e-mail to the CTA, then it will need to conform to the CTA's e-mail standards, including limitation on e-mail message size.
- System must support multiple concurrent users, whether from the CTA or the contracting community.
- File transfer capabilities via secure FTP with encryption.

Technical Requirements

Data Migration

This section relates to how the proposed system would interface with the other CTA applications and office automation tools. With this project there is a need for data migration from legacy systems.

System Interfaces

Tight integration between various systems and the understanding of distinct delineation of functionality will be critical to a successful program. It is the firm's responsibility to present a fully integrated system, and the associated implementation plan, that best meets the CTA's needs.

The system will require at least 4 interfaces:

- 1) Oracle (ERP): Vendor Insert
- 2) Oracle (ERP): Vendor Data Retrieval
- 3) Oracle (ERP): Vendor Update
- 4) Flat file generation for future integration.

The proposed system must be able to accommodate a bi-directional interface into Oracle (ERP). The CTA currently uses Oracle (ERP) as its database of record for vendors. The system must be able to push data into Oracle (ERP) once a vendor has achieved a certified status, retrieve current account information and updates of vendor profile information. Data from legacy systems will be required to be migrated into the proposed solution. However, the system must be able to attach a unique identifier or a combination of unique criterion to prevent duplications, to the user's login in order to retrieve account statuses of vendors who did not enter their application online.

Once vendors have completed the Vendor Application they should be able to view the status of their application (e.g., application received, awaiting financial information, approved, denied, etc...) upon submission or a subsequent login. Once a firm is approved as a vendor, they will be able to log back into the system to check their vendor number, change contact information and review/modify the commodities they are listed as providing. These changes will need to be incorporated back to Oracle (ERP) via a real-time or near real-time interface.

Standards

The CTA is moving towards a more standardized technology environment that emphasizes the use of open standards and allows for broader information sharing across the CTA. As such, the CTA seeks to minimize the technology impact of implementing new application systems. The CTA requires that any new technology which is proposed by the vendor be compatible with existing

environments and maximize the use of existing technology platforms and systems. In addition, the CTA prefers the following technology standards:

- Oracle 10g and SQL Server 2005 are the standard databases; Oracle 11g and SQL Server 2008 will be supported in the near future.
- Unix (AIX), SuSE Linux and Windows Server 2003 are the standard server operating systems; Windows Server 2008 will be supported in the near future.
- Microsoft Office 2003, MAPI compatible e-mail is the standard for common office applications and Microsoft Exchange. Microsoft Office 2007 will be supported in the near future.
- Microsoft Internet Explorer 6.0 is the standard CTA browser (though customers will have a variety of different browsers).
- The website should integrate (from both a technology and a look-and-feel perspective) into the existing or future web page layout for the www.transitchicago.com website.

Performance

The CTA requires sub-second transaction processing time. The vendor will be asked to outline its stress test results for the proposed configuration. In its discussion regarding system performance, the vendor should provide any recommendations for warehousing or query database requirements necessary to meet acceptable performance standards.

- Speed, reliability, security and performance will be critical for the proposed solution. Database query response times should be in the sub-second range.
- Web servers must have sufficient connectivity (bandwidth and geographic proximity) to the database server to ensure that no screen paints take longer than 7 seconds over a broadband (>250kbps) line. The web server should be able to scale to 500 concurrent users without any noticeable degradation in response times. The internal application should handle 40 concurrent users without performance degradation.
- The website should be designed to maintain 99.5% availability; including scheduled maintenance and unexpected outages.
- Customer information on the website (e.g.: application history and status) should be displayed such that it is easily read and printed.
- The website should be ADA compliant.
- Security is critical. A dedicated line should be used between the web server and the database server. Secure Socket Layer (SSL) encryption should also be used to ensure online transaction security.
- An intrusion detection mechanism should be used as an additional layer of protection besides a firewall.
- Internal CTA users will be accessing the application from at least two different CTA office locations. Users in the different locations should experience the same quality of service as measured by response times and reliability.
- Virus Protection
- Back-up/Recovery and fail over strategies.
- Outline maintenance and outage notification.

System Security

The proposed system must provide security controls to prevent unauthorized use of the database, maintain database process controls and log all database transactions. In addition, the proposed system shall provide security to limit availability to application functionality, software screens, data records, data elements, and the contents of data elements where appropriate.

The proposed system must provide comprehensive security mechanisms which safeguard access to the application and the confidentiality of information contained in its integrated database. Application security mechanisms must at least coexist and preferably interface with other operating systems, database management, or network security systems that also are in use at the CTA. The proposed system should provide flexible, easy to administer security rule definitions, which can be applied at both the individual, and group levels. In addition, comprehensive auditing facilities with the ability to trace activity at the individual user level are required. CTA's preference is to have online security administration.

Process Controls

The proposed system shall provide edit controls to prevent incomplete or incorrect data from being processed and programmatic control of the process flow to prevent information from being processed in the wrong sequence. It shall also have the ability to prevent users from overriding or bypassing data validation and editing routines.

Architecture

The CTA would prefer to have employees access the program through a browser. The application may be designed to run on CTA web servers within the CTA environment or be hosted by an external provider. As long as the system meets business and technical requirements, the CTA will consider custom developed solutions or commercially available packages. Regardless of architecture, firms will be expected to include in their proposals all hardware and software infrastructure necessary to operate the solution.

Firms proposing a hosted solution should submit detailed information on proposed system redundancy for hardware and data. The program should be run on dedicated servers. The hardware redundancy includes the backup system for the web server and the database server, the communications link between the servers, and the connection from the web server to the Internet. Hosting firms should submit disaster recovery plans.

Ownership and Licensing

The CTA shall own all custom developed software for this project. If a custom solution is proposed, CTA will own all source code for future modifications. In both custom and packaged solutions, CTA also retains ownership of all data in the system regardless of the technical architecture selected for the program.

The vendor will be required to present documentation showing payment for software licenses on commercially available software that is included in the delivered solution.

Maintenance and On-going Support

As part of the technical proposal, the firm will be required to present their maintenance and on-going support plan. For example, include details regarding on-going support to post-customization; telephone support; help desk support; problem reporting and resolution methodology; level of customer support and service; resolution turnaround time; system availability.

Project Management

Project Schedule

Timing is of critical importance to the CTA and the program must be developed on an accelerated time schedule. **The solution should be tested, fully functional and in operation within six months after Notice to Proceed.** Opportunities to condense this time frame even further should be outlined in the proposals. Firms should also list specific risks (and mitigation tactics) that arise from the schedule constraints.

In proposals, firms must submit detailed project plans that include the following milestones, along with detailed tasks, dependencies, resources and deadlines.

- Business requirements finalized
- Technical requirements finalized
- Application architecture designed
- System development complete
- Testing complete
- Training complete
- Production data migrated
- System deployed
- Documentation complete

The schedule should also include when key project deliverables will be turned over to the CTA. Deliverables must include:

- Project budget
- Business requirements report
- Technical design report: application architecture and system specifications
- Testing plan (including test scripts and procedures)
- Deployment plan
- Training presentations
- System documentation
- Source code for custom developed software
- Post project support

Communications

The firm will be responsible for ensuring all project milestones and dates are met for the program. The firm must develop a realistic schedule, a comprehensive work plan, and a project management and communications approach. The CTA will assign a project manager as a point of contact for the vendor's project manager. The firm will interface with other CTA personnel/subject matter experts based on specific functional issues.

Testing

The firm must create and execute test plans that verify all the design requirements of the RFP. Success and failure criteria are to be established before the testing occurs. Both the test plan and the success criteria will be subject to CTA approval. Upon test completion the vendor shall provide CTA a report of all results. Final decision on test pass/fail rests with the CTA project manager.

Testing should cover the following areas:

- System Testing: The firm must ensure all the components of the systems are working properly and meeting business and technical requirements. System testing must also include all reports and imports/exports with other systems. System testing shall be conducted on production systems with artificial data.
- Future CTA users of the solution should test the usability of the application and its reports.
- Stress Testing: The firm should test the performance limits of all aspects of the program by simulating real transaction volumes on the system. This can be done by a combination of coordinated testing and/or dedicated stress-testing tools.
- Disaster Recovery Testing: The firm should test their disaster and recovery process.

Training

The CTA considers training to be a critical and integral part of system implementation efforts. The firm should be prepared to develop training material and execute courses. For example, Technical and system administration training for data processing personnel; Standard reports, options and user selection features; Technical report generation for users and data processing personnel; online tutorials and support for vendors.

Additional Information - Financial Background

Documents supporting a firm's financial stability and ability to perform the contract must be included as well. Respondent must provide audited financial statements for the past year and information pertaining to any past bankruptcy, contract defaults and violations of any regulatory acts. This information will be used to determine vendor responsibility.

IV. PROPOSAL REQUIREMENTS

Submittals shall be prepared on standard size paper (8 ½" x 11") with removable binding on the left hand side. The proposal shall contain sufficient detail to enable the CTA to evaluate it according to the criteria outlined in **Section V, Evaluation Process and Criteria**. The CTA may request additional written information and/or oral presentations.

Each proposal is to consist of three parts, each to be bound separately, with removable binding or stapled in the upper left hand corner, as follows:

Part 1 - Technical Proposal (10 copies)

Part 2 - Price Proposal (10 copies)

Include completed Disclosure of Ownership, Certification Regarding Debarment, Lobbying Certifications, Drug Free Workplace Certification, History of Firms, Insurance and Non-Disclosure Statements forms.

Part 3 - DBE Proposal (4 copies)

The cover letter must contain a commitment to provide the services described in this RFP. Each cover letter must include the name and address of your company, the requisition number, the project name ("Web-Based Diversity Management System Software"), the name, title, address and telephone/fax numbers and signature of a representative of the firm who is authorized to negotiate a contract with the Authority and/or whom we may contact with questions regarding your response.

Proposers should refrain from using expensive materials for their Submittals. All Submittals become the property of the CTA and will not be returned. All costs incurred in the preparation and presentation of the proposal is the responsibility of the Proposer. Issuance of this RFP does not commit CTA to pay any cost incurred in the preparation of this proposal. Proposers are advised to adhere to the submittal requirements. Failure to comply may be cause for rejection of the submission. CTA reserves the right to accept or reject any or all submittals or parts thereof, to extend the time for submission of proposals, to negotiate with any or all proposers, and to award a contract to the proposer whose initial proposal is most advantageous to CTA, without further discussion or negotiation.

Additional documents describing the firm should be submitted as separate items. The cover letter lists the due date and time which the proposals must be returned.

A. Technical Proposal (Part 1)

This is a technical document which details the firm's understanding of the project purpose, the scope of work, technical work required, and necessary deliverables that must be submitted. The document should include, but not be limited to, the following:

Section A - Cover Letter

The cover letter must identify the proposing firm and all subcontractors or partners.

Section B - Executive Summary (5 pages or less)

The executive summary shall be limited to a brief narrative highlighting the firm's proposal. The summary shall contain minimal technical jargon and shall be oriented toward non-technical personnel. This section shall not include cost quotations. Please note that the executive summary shall identify the primary firm including contact name, address, phone number and a valid e-mail address. All subcontractors or partners must also be identified.

Section C - Team Structure and Resumes

This section of the proposal must provide a staffing plan that outlines the project team and location(s) where work will be performed. It shall include an organization chart showing all project resources (firm, subcontractor and CTA) as well as roles and responsibilities. At a minimum, the following roles must be identified: Engagement Manager, Project Manager, and Application Architect. The key personnel identified by the firm as being essential to the project shall not be removed from the project without written approval from CTA. The Project Manager shall have a minimum of 5 years experience with similar projects. The proposal should also be explicit about CTA resource requirements, outlining what time commitments will be requested of CTA managers and staff.

For each team member, the firm should provide a resume and indicate the staff time allocation to the project.

Section D – References, Qualifications and Experience

The firm shall provide three client references for similar projects completed within the last three years, using the attached Vendor References Form provided in Appendix L. Additionally, each firm shall provide background information about all the firm(s) and/or subcontractors included in this proposal.

Section E - Response to Detailed Business Requirements

Describe your solution in detail. Your solution description should explicitly layout how you will address the business requirements described in the Scope of Work. You should address the various functions in as much detail as possible.

If you feel that your approach accelerates the development time, provides additional functional benefits, or somehow exceeds the stated business requirements, please provide a detailed explanation as to what specific aspects are enhanced or simplified.

All business requirements should either be explicitly met or listed in the exceptions table.

Section F - Response to Technical Requirements

Responses must include the proposed application architecture for the program. This section should be in narrative form using diagrams and schematics as appropriate. The firm will be responsible for supplying all hardware and software to design and operate the program. The basis for the software licenses (e.g. user, site, server, etc.) should be explicitly stated. The firm should explain how the proposed architecture and computing environment specifically meets the business and technical requirements outlined in this RFP. This section should also include:

- A description of all hardware, software, and services that will be used to support the application. If more than one configuration is suitable, please list the best options indicating the relative strengths and drawbacks (if any) of each. How the proposed system meets security requirements.
- How the proposed system meets security requirements.
- How the proposed system meets capacity and performance requirements.

If the proposal includes a hosted solution, the firm must detail how operational service levels will be met.

Section G - Table of Exceptions

The summary must state whether the Proposal does or does not fully comply with the requirements as defined in this RFP and shall provide a detailed list of exceptions to the Scope of Work or other RFP requirements including all exhibits and appendices. This list must be in table form and must identify the page, section number, provision and the specific exception, non-conformance and/or substitute language proposed. Failure to identify any specific items of non-compliance will result in CTA assuming compliance. The CTA, at its sole discretion may reject any exception within the proposal.

Section H - Project Management

The firm must outline how it intends to manage the development effort. The following components should be addressed:

Project Plan: Proposals should include a detailed project plan that has tasks with start/end dates, dependencies, and resources (including CTA resources as applicable). The plan must address the milestones and deliverables described in the Scope of Work and meet CTA schedule constraints. Opportunities to condense this time frame even further should be outlined. Firms should also list specific risks (and mitigation tactics) that arise from the schedule constraints.

Communications Approach: This section must include a communications approach for how the vendor proposes to work with and update CTA managers. Please describe what information will be communicated, how often, and in what format.

Testing: In order for this project to be successfully transitioned to the CTA, the program must be thoroughly tested and end users trained. The vendor should describe its testing plan, demonstrating how it meets the requirements laid out in the RFP. The test plan will be subject to the review and approval of the CTA.

Training: The vendor must also describe its training plan, which should cover all types of users (project team and end-users) as well as MIS Department support personnel. All material necessary for training shall become the property of the CTA for the future training of new employees and for re-training purposes.

Documentation: Please describe the user and technical documentation that will be provided as part of this project. Include the title, description/contents, the medium/type, and the related hardware or software.

Section I - Maintenance and Support

Specify the nature of any post-implementation and on-going support provided by the firm including:

- Post-Implementation support (e.g., 6 months of on-site support after full implementation). Include details regarding ongoing support of customization to the system and ability to renew support.
- Telephone support (include toll-free support hotline, hours of operation, availability of 24 x 7 hotline, etc.)
- Special plans defining "levels" of customer support (e.g., gold, silver, etc.). Please provide all plan details and definitions
- On-going help desk support
- Problem reporting and resolution procedures
- Bug Fixes and Patches
- Other support (e.g., on-site, remote dial-in, Web site access to patches, fixes and knowledgebase).

For proposals that include hosting, support must cover all aspects of system availability – the program as well as all the hardware, software and connectivity associated with it. For non-hosted solutions, support must cover all custom-developed software.

Section J - Third-Party Products / Optional Software

The firm shall explicitly state the name of any third-party products that are part of the proposed system. For each third-party product, there shall be a statement about whether the firm's contract will encompass the third-party product and/or whether the CTA will have to contract on its own for the product.

The firm must have the ability to provide maintenance and support for the third-party hardware and software components of its proposed system for the duration of the warranty period provided by the firm. Include a description of any products, features or other value added components available for use with the proposed system that have not been specifically requested in this RFP. Consideration of these products, features, or other value added components would be given where these may be of value to the CTA.

B. PRICE PROPOSAL (Part 2)

This is a fixed price contract. The selected vendor will be required to complete all aspects of the project for a price that is not to exceed the fixed price.

Certain mandatory restrictions apply to payment terms. No advance payments will be made for services, equipment, or software maintenance. Software will be paid for only after it has been fully implemented, accepted, and placed into production use. All software maintenance payments will be made in arrears.

The CTA reserves the right to change the structure of the proposed compensation arrangement if it is in the best interests of the CTA.

Please submit your cost/price proposal in accordance with the guidelines below.

- A complete cost/price proposal must be submitted under separate cover. The cost/price proposal must provide itemized cost information for each proposed product (hardware or software) product unit and services. It is important that vendors use the cost format presented in this RFP under Appendix A and NOT their own format. Please do NOT use "TBD" (to be determined) or similar annotations in the cells for costs.
- The vendor shall submit a fixed price proposal covering all items (direct costs, overhead, profit) required by the contract for a single fixed price including, but not limited to , all items necessary and incidental to the services and products provided, such as materials, labor, supervision, coordination, administration, and travel.
- The cost/price proposal should be valid for at least six months from the submittal date.
- Include signed copies of all CTA certification forms, provided in Appendices E – L. Additionally, please include completed Disclosure of Ownership and Lower-Tier Debarment Certification forms as required for any proposed subcontractors.

C. DBE PROPOSAL (Part 3)

Proposers must complete the DBE requirements as required by APPENDIX C - DBE Requirements and submit separately sealed from Technical Proposal and Price Proposal. Proposers must describe their firm's policy and approach to utilize disadvantaged firms in order to comply with the DBE Requirements. The CTA encourages any team arrangements that will work to the benefit of this project. If such arrangements are made, the contractor must assume full responsibility for the work performed by all sub-contractors.

V. EVALUATION PROCESS AND CRITERIA

The CTA's prime objective in the evaluation process will be to select the firm best qualified to provide the required services for this project that will maximize the benefit to the CTA. All proposals will be evaluated by the CTA, which reserves the right to make an award on the basis of the greatest benefit to the Authority. The CTA reserves the right to reject any or all proposals or parts thereof as it deems necessary for any reason.

The Authority will make award to the responsible Proposer whose offer conforms to the solicitation and are most advantageous to the Authority, cost or price and technical factors considered.

A. Evaluation Criteria

In reviewing and evaluating the technical responses to the RFP submitted, the CTA will consider the following factors, which are listed in the order of their relative importance:

1. Understanding of the scope of services as demonstrated by proposed solutions, compliance with stated business requirements. Project delivery within the specified timeframe.
2. Project team and vendor's experience with projects of a similar size and nature.
3. Cost of Proposal

The CTA retains the right to require additional information including revised pricing information from any proposer, and to determine the veracity of the information provided in the proposal. A proposal found to be based on inaccurate or misrepresented information will be dismissed from further consideration.

Award will be made to the proposer whose proposal contains the combination of those criteria offering the best overall value to the CTA. This will be determined by comparing differences in the value of technical features with differences in cost. In making this comparison the CTA is more concerned with obtaining superior technical features that with making an award at the lowest overall cost to the CTA. However, the CTA will not make an award at a significantly higher overall cost to achieve slightly superior technical features.

B. Oral Presentations

The CTA reserves the right to require oral presentations from any or all of the firms in contention for negotiations or award of this contract. Failure of a Proposer to report for an oral presentation will be cause to dismiss that Proposer from further consideration. The CTA, however, shall not be obligated to hear oral presentations from any Proposer or conduct negotiations with any Proposer.

C. Best and Final Offer

Should negotiations occur, the CTA will issue an invitation to submit a **BEST AND FINAL OFFER** to those proposers in the competitive range. At the conclusion of negotiations, and following receipt of any and all additional materials requested, CTA may determine a relative ranking of Proposers based on an all-inclusive evaluation.

D. Basis of Award

The CTA will award a contract to the responsible Proposer whose offer conforms to the requirements of the RFP and is most advantageous (i.e. the best value) to the CTA, based on consideration of cost/price and technical evaluation criteria listed above.

ATTACHMENTS

- Attachment 1 Instructions for completing DBE Certification Application and Application
- Attachment 2 DBE No-Change Affidavit
- Attachment 3 DBE Certification Renewal Application
- Attachment 4 DBE Statement of Personal Net Worth
- Attachment 5 Vendor Application including the Commodity Code Checklist
- Attachment 6 Regulations for DBE certifications

APPENDICES

- Appendix A Cost and Price Analysis Forms
- Appendix B Sample Agreement - Not for Execution
- Appendix C Special Conditions DBE Requirements
- Appendix D Bid Protest Procedures
- Appendix E Certification of Primary Regarding Debarment
- Appendix F Certification of Lower Tier Regarding Debarment
- Appendix G Certification Regarding Lobbying
- Appendix H Certification Regarding A Drug Free Workplace
- Appendix I Disclosure of Ownership
- Appendix J Brief History of Your Company
- Appendix K RFP Non-Disclosure Statement
- Appendix L Vendor References Form
- Appendix M Insurance Requirements

Attachment 1

Instructions for completing DBE Certification Application and Application

**INSTRUCTIONS FOR COMPLETING THE DISADVANTAGED BUSINESS ENTERPRISE (DBE)
PROGRAM UNIFORM CERTIFICATION APPLICATION**

NOTE: If you require additional space for any question in this application, please attach additional sheets or copies as needed, taking care to indicate on each attached sheet/copy the section and number of this application to which it refers.

Section 1: CERTIFICATION INFORMATION

A. Prior/Other Certifications

Check the appropriate box indicating for which program your firm is currently certified. If you are already certified as a DBE, indicate in the appropriate box the name of the certifying agency that has previously certified your firm, and also indicate whether your firm has undergone an onsite visit. If your firm has already undergone an onsite visit/review, indicate the most recent date of that review and the state UCP that conducted the review.

NOTE: If your firm is currently certified under the SBA's 8(a) and/or SDB programs, you may not have to complete this application. You should contact your state UCP to find out about a streamlined application process for firms that are already certified under the 8(a) and SDB programs.

B. Prior/Other Applications and Privileges

Indicate whether your firm or any of the persons listed has ever withdrawn an application for a DBE program or an SBA 8(a) or SDB program, or whether any have ever been denied certification, decertified, debarred, suspended, or had bidding privileges denied or restricted by any state or local agency or Federal entity. If your answer is yes, indicate the date of such action, identify the name of the agency, and explain fully the nature of the action in the space provided.

Section 2: GENERAL INFORMATION

A. Contact Information

- (1) State the name and title of the person who will serve as your firm's primary contact under this application.
- (2) State the legal name of your firm, as indicated in your firm's Articles of Incorporation.
- (3) Indicate the primary phone number of your firm.
- (4) Indicate a secondary phone number, if any.
- (5) Indicate your firm's fax number, if any.
- (6) Indicate your firm's or your contact person's email address.
- (7) Indicate your firm's website address, if any.
- (8) State the street address of your firm (i.e. the physical location of its offices -- not a post office box address).
- (9) State the mailing address of your firm, if it is different from your firm's street address.

B. Business Profile

- (1) In the box provided, briefly describe the primary business and professional activities in which your firm engages.
- (2) Give the Federal Tax ID number of your firm as provided on your firm's filed tax returns, if you have one. This could also be the Social Security number of the owner of your firm.
- (3) Give the date on which your firm was officially established, as stated in your firm's Articles of Incorporation.

- (4) Give the date on which you and/or each other owner took ownership of the firm.

- (5) Check the appropriate box that describes the manner in which you and each other owner acquired ownership of your firm. If you checked "Other," explain in the space provided.

- (6) Check the appropriate box that indicates whether your firm is "for profit."

NOTE: If you checked "No," then you do NOT qualify for the DBE program and therefore do not need to complete the rest of this application. The DBE program requires all participating firms be for-profit enterprises.

- (7) Check the appropriate box that describes the legal form of ownership of your firm, as indicated in your firm's Articles of Incorporation. If you checked "Other," briefly explain in the space provided.

- (8) Check the appropriate box that indicates whether your firm has ever existed under different ownership, a different type of ownership, or a different name. If you checked "Yes," specify which and briefly explain the circumstances in the space provided.

- (9) Indicate in the spaces provided how many employees your firm has, specifying the number of employees who work on a full-time and part-time basis.

- (10) Specify the total gross receipts of your firm for each of the past three years, as declared in your firm's filed tax returns.

C. Relationships with Other Businesses

- (1) Check the appropriate box that indicates whether your firm is co-located at any of its business locations, or whether your firm shares a telephone number(s), a post office box, any office space, a yard, warehouse, other facilities, any equipment, or any office staff with any other business, organization, or entity of any kind. If you answered "Yes," then specify the name of the other firm(s) and briefly explain the nature of the shared facilities or other items in the space provided.

- (2) Check the appropriate box that indicates whether at present, or at any time in the past:

- (a) your firm has been a subsidiary of any other firm;
- (b) your firm consisted of a partnership in which one or more of the partners are other firms;
- (c) your firm has owned any percentage of any other firm; and
- (d) your firm has had any subsidiaries of its own.

- (3) Check the appropriate box that indicates whether any other firm has ever had an ownership interest in your firm.

- (4) If you answered "Yes" to any of the questions in (2)(a)-(d) or (3), identify the name, address and type of business for each.

D. Immediate Family Member Businesses

Check the appropriate box that indicates whether any of your immediate family members own or manage another company. An "immediate family member" is any person who is your father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law. If you answered "Yes," provide the name of each relative, your relationship to them, the name of the company they own or manage, the type of business, and whether they own or manage the company.

Section 3: OWNERSHIP

Identify all individuals or holding companies with any ownership interest in your firm, providing the information requested below (if your firm has more than one owner, provide completed copies of this section for each additional owner):

A. Background Information

- (1) Give the name of the owner.
- (2) State his/her title or position within your firm.
- (3) Give his/her home phone number.
- (4) State his/her home (street) address.
- (5) Check the appropriate box that indicates this owner's gender.
- (6) Check the appropriate box that indicates this owner's ethnicity (check all that apply). If you checked "Other," specify this owner's ethnic group/identity not otherwise listed.
- (7) Check the appropriate box to indicate whether this owner is a U.S. citizen.
- (8) If this owner is not a U.S. citizen, check the appropriate box that indicates whether this owner is a lawfully admitted permanent resident. If this owner is neither a U.S. citizen nor a lawfully admitted permanent resident of the U.S., then this owner is NOT eligible for certification as a DBE owner. This, however, does not necessarily disqualify your firm altogether from the DBE program if another owner is a U.S. citizen or lawfully admitted permanent resident and meets the program's other qualifying requirements.

B. Ownership Interest

- (1) State the number of years during which this owner has been an owner of your firm.
- (2) Indicate the dollar value of this owner's initial investment to acquire an ownership interest in your firm, broken down by cash, real estate, equipment, and/or other investment.
- (3) State the percentage of total ownership control of your firm that this owner possesses.
- (4) State the familial relationship of this owner to each other owner of your firm.
- (5) Indicate the number, percentage of the total, class, date acquired, and method by which this owner acquired his/her shares of stock in your firm.

- (6) Check the appropriate box that indicates whether this owner performs a management or supervisory function for any other business. If you checked "Yes," state the name of the other business and this owner's title or function held in that business.
- (7) Check the appropriate box that indicates whether this owner owns or works for any other firm(s) that has any relationship with your firm. If you checked "Yes," identify the name of the other business and this owner's title or function held in that business. Briefly describe the nature of the business relationship in the space provided.

C. Disadvantaged Status

NOTE: You only need to complete this section for each owner that is applying for DBE qualification (i.e. for each owner who is claiming to be "socially and economically disadvantaged" and whose ownership interest is to be counted toward the control and 51% ownership requirements of the DBE program)

- (1) Indicate in the space provided the total Personal Net Worth (PNW) of each owner who is applying for DBE qualification. Use the PNW calculator form at the end of this application to compute each owner's PNW.
- (2) Check the appropriate box that indicates whether any trust has ever been created for the benefit of this disadvantaged owner. If you answered "Yes," briefly explain the nature, history, purpose, and current value of the trust(s).

Section 4: CONTROL

A. Identify your firm's Officers and Board of Directors:

- (1) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each officer of your firm.
- (2) In the space provided, state the name, title, date of appointment, ethnicity, and gender of each individual serving on your firm's Board of Directors.
- (3) Check the appropriate box that indicates whether any of your firm's officers and/or directors listed above perform a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
- (4) Check the appropriate box that indicates whether any of your firm's officers and/or directors listed above own or work for any other firm(s) that has a relationship with your firm. If you answered "Yes," identify the name of the firm, the officer or director, and the nature of his/her business relationship with that other firm.

B. Identify your firm's management personnel (by name, title, ethnicity, and gender) who control your firm in the following areas:

- (1) Making of financial decisions on your firm's behalf, including the acquisition of lines of credit, surety bonds, supplies, etc.;
 - (2) Estimating and bidding, including calculation of cost estimates, bid preparation and submission;
 - (3) Negotiating and contract execution, including participation in any of your firm's negotiations and executing contracts on your firm's behalf;
 - (4) Hiring and/or firing of management personnel, including interviewing and conducting performance evaluations;
 - (5) Field/Production operations supervision, including site supervision, scheduling, project management services, etc.;
 - (6) Office management;
 - (7) Marketing and sales;
 - (8) Purchasing of major equipment;
 - (9) Signing company checks (for any purpose); and
 - (10) Conducting any other financial transactions on your firm's behalf not otherwise listed.
 - (11) Check the appropriate box that indicates whether any of the persons listed in (1) through (10) above perform a management or supervisory function for any other business. If you answered "Yes," identify each person by name, his/her title, the name of the other business in which s/he is involved, and his/her function performed in that other business.
 - (12) Check the appropriate box that indicates whether any of the persons listed in (1) through (10) above own or work for any other firm(s) that has a relationship with your firm. If you answered "Yes," identify the name of the firm, the name of the person, and the nature of his/her business relationship with that other firm.
- C. Indicate your firm's inventory in the following categories:**
- (1) **Equipment**
State the type, make and model, and current dollar value of each piece of equipment held and/or used by your firm. Indicate whether each piece is either owned or leased by your firm.
 - (2) **Vehicles**
State the type, make and model, and current dollar value of each motor vehicle held and/or used by your firm. Indicate whether each vehicle is either owned or leased by your firm.
 - (3) **Office Space**
State the street address of each office space held and/or used by your firm. Indicate whether your firm owns or leases the office space and the current dollar value of that property or its lease.
 - (4) **Storage Space**
State the street address of each storage space held and/or used by your firm. Indicate whether your firm owns or leases the storage space and the current dollar value of that property or its lease.
- D. Does your firm rely on any other firm for management functions or employee payroll?**
Check the appropriate box that indicates whether your firm relies on any other firm for management functions or for employee payroll. If you answered
- "Yes," briefly explain the nature of that reliance and the extent to which the other firm carries out such functions.
- E. Financial Information**
- (1) **Banking Information**
 - (a) State the name of your firm's bank.
 - (b) Give the main phone number of your firm's bank branch.
 - (c) Give the address of your firm's bank branch.
 - (2) **Bonding Information**
 - (a) State your firm's Binder Number.
 - (b) State the name of your firm's bond agent and/or broker.
 - (c) Give your agent's/broker's phone number.
 - (d) Give your agent's/broker's address.
 - (e) State your firm's bonding limits (in dollars), specifying both the Aggregate and Project Limits.
- F. Identify all sources, amounts, and purposes of money loaned to your firm, including the names of persons or firms securing the loan, if other than the listed owner:**
State the name and address of each source, the original dollar amount and the current balance of each loan, and the purpose for which each loan was made to your firm.
- G. List all contributions or transfers of assets to/from your firm and to/from any of its owners over the past two years:**
Indicate in the spaces provided, the type of contribution or asset that was transferred, its current dollar value, the person or firm from whom it was transferred, the person or firm to whom it was transferred, the relationship between the two persons and/or firms, and the date of the transfer.
- H. List current licenses/permits held by any owner or employee of your firm.**
List the name of each person in your firm who holds a professional license or permit, the type of permit or license, the expiration date of the permit or license, and the license/permit number and issuing State of the license or permit.
- I. List the three largest contracts completed by your firm in the past three years, if any.**
List the name of each owner or contractor for each contract, the name and location of the projects under each contract, the type of work performed on each contract, and the dollar value of each contract.
- J. List the three largest active jobs on which your firm is currently working.**
For each active job listed, state the name of the prime contractor and the project number, the location, the type of work performed, the project start date, the anticipated completion date, and the dollar value of the contract.
- AFFIDAVIT & SIGNATURE**
Carefully read the attached affidavit in its entirety. Fill in the required information for each blank space, and sign and date the affidavit in the presence of a Notary Public, who must then notarize the form.

Section 1: CERTIFICATION INFORMATION

A. Prior/Other Certifications

Is your firm currently certified for any of the following programs? <i>(If Yes, check appropriate box(es))</i>	☐ DBE	Name of certifying agency:
		Has your firm's state UCP conducted an on-site visit?
		☐ Yes, on / / State: ☐ No
	☐ 8(a) ☐ SDB	☒ STOP! If you checked either the 8(a) or SDB box, you <u>may not</u> have to complete this application. Ask your state UCP about the streamlined application process under the SBA-DOT MOU.

B. Prior/Other Applications and Privileges

Has your firm (under any name) or any of its owners, Board of Directors, officers or management personnel, ever withdrawn an application for any of the programs listed above, or ever been denied certification, decertified, or debarred or suspended or otherwise had bidding privileges denied or restricted by any state or local agency, or Federal entity? ☐ Yes, on / / ☐ No If Yes, identify State and name of state, local, or Federal agency and explain the nature of the action:	
---	--

Section 2: GENERAL INFORMATION

A. Contact Information

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

B. Business Profile

(1) Describe the primary activities of your firm:	(2) Federal Tax ID (if any):
(3) This firm was established on / /	(4) I/We have owned this firm since: / /
(5) Method of acquisition (check all that apply): ☐ Started new business ☐ Bought existing business ☐ Inherited business ☐ Secured concession ☐ Merger or consolidation ☐ Other (explain)	
(6) Is your firm "for profit"? ☐ Yes ☐ No	☒ STOP! If your firm is NOT for-profit, then you do NOT qualify for this program and do NOT need to fill out this application.

(7) Type of firm (check all that apply):

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Liability Partnership

☐ Limited Liability Corporation

☐ Joint Venture

☐ Other, Describe: _____

(8) Has your firm ever existed under different ownership, a different type of ownership, or a different name?

☐ Yes ☐ No

If Yes, explain: _____

(9) Number of employees: Full-time _____ Part-time _____ Total _____

(10) Specify the gross receipts of the firm for the last 3 years: Year _____ Total receipts \$ _____

Year _____ Total receipts \$ _____

Year _____ Total receipts \$ _____

C. Relationships with Other Businesses

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

☐ Yes ☐ No

If Yes, identify: Other Firm's name: _____

Explain nature of shared facilities: _____

(2) At present, or at any time in the past, has your firm:	(a) been a subsidiary of any other firm?	☐ Yes ☐ No
	(b) consisted of a partnership in which one or more of the partners are other firms?	☐ Yes ☐ No
	(c) owned any percentage of any other firm?	☐ Yes ☐ No
	(d) had any subsidiaries?	☐ Yes ☐ No

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

(4) If you answered "Yes" to any of the questions in (2)(a)-(d) and/or (3), identify the following for each (attach extra sheets, if needed):

Name	Address	Type of Business
1.		
2.		
3.		

D. Immediate Family Member Businesses

Do any of your immediate family members own or manage another company? ☐ Yes ☐ No

If Yes, then list (attach extra sheets, if needed):

Name	Relationship	Company	Type of Business	Own or Manage?
1.				
2.				

Section 3: OWNERSHIP

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

A. Background Information

(1) Name:	(2) Title:	(3) Home Phone #:
(4) Home Address <i>(street and number)</i> :		City: State: Zip:
(5) Gender: ☐ Male ☐ Female	(6) Ethnic group membership <i>(Check all that apply)</i> : ☐ Black ☐ Hispanic ☐ Native American ☐ Asian Pacific ☐ Subcontinent Asian ☐ Other <i>(specify)</i> _____	
(7) U.S. Citizen: ☐ Yes ☐ No		
(8) Lawfully Admitted Permanent Resident: ☐ Yes ☐ No		

B. Ownership Interest

(1) Number of years as owner:	(2) Initial investment to acquire ownership <u>Type</u> <u>Dollar Value</u> Cash \$ interest in firm: Real Estate \$ Equipment \$ Other \$
(3) Percentage owned:	
(4) Familial relationship to other owners:	
(5) Shares of Stock: <u>Number</u> <u>Percentage</u> <u>Class</u> <u>Date acquired</u> <u>Method Acquired</u>	
(6) Does this owner perform a management or supervisory function for any other business? ☐ Yes ☐ No If Yes, identify: Name of Business: _____ Function/Title: _____	
(7) Does this owner own or work for any other firm(s) that has a relationship with this firm <i>(e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)</i> ? ☐ Yes ☐ No If Yes, identify: Name of Business: _____ Function/Title: _____ Nature of Business Relationship: _____	

C. Disadvantaged Status – NOTE: Complete this section only for each owner applying for DBE qualification (i.e. for each owner claiming to be socially and economically disadvantaged)

(1) What is the Personal Net Worth (PNW) of the owner(s) applying for DBE qualification? <i>(Use and attach the Personal Financial Statement form at the end of this application; attach additional sheets if more than one owner is applying)</i>
(2) Has any trust been created for the benefit of this disadvantaged owner(s)? ☐ Yes ☐ No If Yes, explain <i>(attach additional sheets if needed)</i> :

Section 4: CONTROL

A. Identify your firm's Officers & Board of Directors (If additional space is required, attach a separate sheet):

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

(3) Do any of the persons listed in (1) and/or (2) above perform a management or supervisory function for any other business? ☐ Yes ☐ No

If Yes, identify for each: Person: _____ Title: _____
 Business: _____ Function: _____

(4) Do any of the persons listed (1) and/or (2) above own or work for any other firm(s) that has a relationship with this firm (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)? ☐ Yes ☐ No

If Yes, identify for each: Firm Name: _____ Person: _____
 Nature of Business Relationship: _____

B. Identify your firm's management personnel who control your firm in the following areas (If more than two persons, attach a separate sheet):

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

(11) Do any of the persons listed in (1) through (10) above perform a management or supervisory function for any other business? ☐ Yes ☐ No

If Yes, identify for each: Person: _____ Title: _____
Business: _____ Function: _____

(12) Do any of the persons listed in (1) through (10) above own or work for any other firm(s) that has a relationship with this firm (e.g., ownership interest, shared office space, financial investments, equipment, leases, personnel sharing, etc.)?

☐ Yes ☐ No

If Yes, identify for each: Firm Name: _____ Person: _____
Nature of Business Relationship: _____

C. Indicate your firm's inventory in the following categories (attach additional sheets if needed):

(1) Equipment

Type of Equipment	Make/Model	Current Value	Owned or Leased?
(a)			
(b)			
(c)			

(2) Vehicles

Type of Vehicle	Make/Model	Current Value	Owned or Leased?
(a)			
(b)			
(c)			

(3) Office Space

Street Address	Owned or Leased?	Current Value of Property or Lease
(a)		
(b)		

(4) Storage Space

Street Address	Owned or Leased?	Current Value of Property or Lease
(a)		
(b)		

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

If Yes, explain:

E. Financial Information

(1) Banking Information:

(a) Name of bank: _____ (b) Phone No: () _____
(c) Address of bank: _____ City: _____ State: _____ Zip: _____

(2) **Bonding Information:** If you have bonding capacity, identify: (a) Binder No: _____
 (b) Name of agent/broker _____ (c) Phone No: () _____
 (d) Address of agent/broker: _____ City: _____ State: _____ Zip: _____
 (e) Bonding limit: Aggregate limit \$ _____ Project limit \$ _____

F. Identify all sources, amounts, and purposes of money loaned to your firm, including the names of any persons or firms securing the loan, if other than the listed owner:

Name of Source	Address of Source	Name of Person Securing the Loan	Original Amount	Current Balance	Purpose of Loan
1.					
2.					
3.					

G. List all contributions or transfers of assets to/from your firm and to/from any of its owners over the past two years (attach additional sheets if needed):

Contribution/Asset	Dollar Value	From Whom Transferred	To Whom Transferred	Relationship	Date of Transfer
1.					
2.					
3.					

H. List current licenses/permits held by any owner and/or employee of your firm (e.g. contractor, engineer, architect, etc.)(attach additional sheets if needed):

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

I. List the three largest contracts completed by your firm in the past three years, if any:

Name of Owner/Contractor	Name/Location of Project	Type of Work Performed	Dollar Value of Contract
1.			
2.			
3.			

J. List the three largest active jobs on which your firm is currently working:

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

Attachment 2

DBE No-Change Affidavit

**CHICAGO TRANSIT AUTHORITY
NO CHANGE AFFIDAVIT**

INSTRUCTION TO APPLICANTS:

This form must be completed in full. If a question does not apply write "N/A". All documents listed on the attached checklist must be submitted. This form must be **SIGNED** by an officer or owner of the firm **AND NOTARIZED**.

NAME OF FIRM: _____

ADDRESS: _____
Street City State Zip

WAREHOUSE/STORAGE ADDRESS: _____
Street City State Zip

PHONE NO.: () _____ **FAX NO.:** () _____ **E-MAIL ADDRESS:** _____

CONTACT PERSON: _____

**ETHNICITY and
GENDER**

_____ Black
_____ Hispanic
_____ Asian American
_____ Native American Indian
_____ Female

**TYPE OF FIRM:
(CHECK ONE)**

_____ Partnership
_____ Sole Proprietorship
_____ Corporation
_____ Limited Partnership
_____ Limited Liability Corp.

STATUS APPLIED FOR

_____ DBE
_____ MBE
_____ WBE

**STANDARD INDUSTRIAL
CLASSIFICATION (SIC) CODE(S)
OR NAICS CODE(S)**

NOTE: Firms not aware of this
classification should contact their
local Small Business Admin. office
for assistance.

(Chicago Office: (312)353-45506)

1. Amount of annual gross receipts, for the last fiscal year: (including all affiliates and subsidiaries).

Year Ending _____ \$ _____
Amount

2. Current number of employees of the firm, (including all affiliates and subsidiaries).

Full time _____ Part time _____

3. Since your last certification, have any of the following changed? If yes for any of the following, submit support documentation and/or copy of resolutions detailing all changes, identifying individuals by ethnicity and gender.

Owners/Partners: _____ Yes _____ No Officers: _____ Yes _____ No Directors: _____ Yes _____ No
Control/Management: _____ Yes _____ No

4. Are you currently licensed to do business in Illinois? _____ Yes _____ No

5. If your firm is a supplier or distributor, indicate the average monthly dollar value of inventory on hand for the past year: \$ _____

6. Specify the current principal business activities. _____

7. Identify any owner or management official of the applicant firm who has an ownership interest in any other firm. Provide information as to owner's title, address of firm, percent of ownership and product or service of the other firm.

Owner/Manager	Name and Address of Other Firm	Title in Other Firm	% of Ownership	Product or Service of Firm

Submission of the following documents as appropriate, is required for continuing DBE certification status:

FOR OFFICE USE ONLY

CHECK THE APPROPRIATE BOX FOR EACH OF THE FOLLOWING:	YES	NO
A. Application must be signed by an authorized officer and notarized		
B. Copy of the firm's most recent financial statements (including balance sheet, income statement and foot notes).		
C. Signed copy of your U.S. Federal Corporate Income Tax return including all schedules.		
D. Copy of last year's W-2 Forms (or 1099 Misc. Income forms) for all owners, officers, and managers.		
E. Personal Net Worth Statement including support documentation for investment assets.		
F. Signed copy of U.S. Individual Income Tax Return including all schedules, for 51% of firm's DBE ownership.		

NOTE: For any additional specialty area you wish to apply for, in which CTA did not previously certify, submit the necessary documentation, (licenses, resumes, previous contracts, etc.) demonstrating ability to perform a commercially useful function in such additional area(s).

Attachment 3

DBE Certification Renewal Application

CHICAGO TRANSIT AUTHORITY CERTIFICATION RENEWAL AFFIDAVIT

INSTRUCTION TO APPLICANTS:

This form must be completed in full. If a question does not apply write "N/A". All documents listed on the attached checklist must be submitted. This form must be **SIGNED** by an officer or owner of the firm **AND NOTARIZED**.

NAME OF FIRM: _____

ADDRESS: _____
Street City State Zip

WAREHOUSE/STORAGE ADDRESS: _____
Street City State Zip

PHONE NO.: () _____ **FAX NO.:** () _____ **E-MAIL ADDRESS:** _____

CONTACT PERSON: _____

**ETHNICITY and
GENDER**

_____ Black
 _____ Hispanic
 _____ Asian American
 _____ Native American Indian
 _____ Female

**TYPE OF FIRM:
(CHECK ONE)**

_____ Partnership
 _____ Sole Proprietorship
 _____ Corporation
 _____ Limited Partnership
 _____ Limited Liability Corp.

**STANDARD INDUSTRIAL
CLASSIFICATION (SIC) CODE(S)
OR NAICS CODE(S)**

NOTE: Firms not aware of this classification should contact their local Small Business Administration office for assistance.
 (Chicago Office: (312) 353-4506)

1. Specify the principal business activities of the firm and any expanded areas of certification requested. **Note: Identify only those areas for which you can provide a commercially useful function. CTA reserves the right to deny DBE Certification to those selected business activities for which no apparent experience/expertise or independence is demonstrated. Firms requesting expanded business re-certification areas that have altered from the last date of certification, must include documentation demonstrating support of expanded areas of expertise or specialty (resumes, contracts, distributorship authorization, etc.)**

2. Street address of all facilities used by the firm. (Include office, warehouse and storage space)

Street City County State Zip Code

Street City County State Zip Code

Street City County State Zip Code

A. Do you share any facilities? ____ Yes ____ No

B. If yes, indicate which facilities are shared _____

C. With whom do you share facilities? (Firm name/individual) _____

D. What are the shared firm's business activities? _____

3. Describe all real estate agreements of facilities used by firm. Indicate if facilities are owned or leased by the firm, including rental amount and whether the agreements are written or verbal.

Owner	Check If Owned	Rental Amount	Check If Written Agreement	Describe Verbal Agreement

- SUBMIT COPIES OF ALL LEASES. IF OWNED, PROVIDE PROOF OF OWNERSHIP

4. Current Licenses: List the firm's local, county and state active business license(s) and permit(s), (e.g., contractors, Architect or engineer's registration) as required by Law.

Name of Qualifying individual	License Name	Expiration Date	License Number	Any Limitations

- **SUBMIT COPIES OF REGISTRATION, LICENSE OR CERTIFICATES.**

5. Since your last date of certification has your firm:

- Received certification by other agencies? ☐ Yes ☐ No
- Received certification denials? ☐ Yes ☐ No

- **IF YES, INCLUDE COPY OF DECISION BY AGENCY.**

6. Amount of annual gross receipts, for the last fiscal year: (including all affiliates and subsidiaries).

Year Ending _____ \$ _____
Amount

7. Current number of employees of the firm, (including all affiliates and subsidiaries).

Full-time _____ Part-time _____

8. Does your firm maintain inventory? ☐ Yes ☐ No

If yes, list description and dollar amount of inventory.

Description of Inventory	Total Dollar Amount of Inventory
	\$

9. Since your last certification, have any of the following changed? **If yes for any of the following, submit support documentation and/or copy of resolutions detailing all changes, identifying individuals by ethnicity and gender.**

Owners/Partners: ☐ Yes ☐ No Officers: ☐ Yes ☐ No Directors: ☐ Yes ☐ No
Control/Management: ☐ Yes ☐ No

10. Ownership of Firm: Identify all partners, proprietors, and stockholders by name, gender, race/ethnic group and percentage of ownership. For ethnic group, use codes: (B) Black/African Americans, (H) Hispanic Americans, (N) Native Americans, (AP) Asian-Pacific Americans, (AI) Asian-Indian Americans, (W) White Americans.

Name	US Citizen Yes/No	Legal Permanent Resident Yes/No	Gender	Ethnic Group	Date of Ownership	% Owned	Voting %

SUBMIT THE FOLLOWING FOR ALL NEW OWNERS (pertains to firms that have had a change in ownership since their last certification):

- Submit Proof of Citizenship/Legal, Permanent Resident Status if Born Outside the U.S.A. (Alien registration number or Green Card.) U.S. Citizens should submit a Birth Certificate, Voter's Registration Card, or Armed Services Discharge Papers.
- Submit Detailed Resumes of Owners, Directors, Officers, Partners, & Proprietors.
- Any updated Bank Resolutions/Bank Signature Cards
- Proof of Contribution to acquire ownership interest in the firm (Cancelled Checks, Loan Agreements, etc.)

11. Complete the following information for each partner, proprietor, stockholder, director, and officer of the firm.

Title	Name	Check If Director	Gender	Race/Ethnic Group	% of time Devoted to Business	Home Address
Chairman						
President						
Vice-President						
Secretary						
Treasurer						
Director						
Director						
Director						

SUBMIT THE FOLLOWING ITEMS

- ANY AMENDMENTS TO THE BY-LAWS
- ANY CANCELLED OR NEWLY ISSUED STOCK CERTIFICATES
- CURRENT SHAREHOLDER'S MEETING MINUTES
- CURRENT BOARD OF DIRECTOR'S MEETING MINUTES

12. Identify any owner or management official of the applicant firm who has an ownership interest in any other firm. Provide information as to owner's title, address of firm, percent of ownership and product or service of the other firm.

Owner/Manager	Name and Address of other Firm	Title in Other Firm	Ownership %	Product or Service of Firm

13. List the three (3) largest projects contracts issued, materials supplied or services performed by your firm in the last year. Indicate scope of work performed on those projects/contracts or purchase orders. (Include projects/contracts involving renewal expansions of business expertise or specialty.)

Work Performed by Your Firm (G)-General (S)-Sub	Owner/General Contractor/ Person to Contact	Telephone No. of Contact Person	Services/Supplies Provided	Your Contractual Amount

- SUBMIT COPIES OF CONTRACTS/PURCHASE ORDERS/INVOICES FOR PROJECTS IDENTIFIED.

**RENEWAL OF CERTIFICATION AFFIDAVIT
SUPPORT DOCUMENTATION CHECKLIST**

Please attach copies of all applicable, current, items and those affected by changes in ownership/control. Firms which have not had any changes since the last date of certification with CTA need only submit items A, B, C, D, E, J, K, L, M, N, O, R and S.

For Office
Use Only

- A. Commodity List _____
- B. Renewal of Certification Affidavit Must be Signed and Notarized by an Authorized Officer _____
- C. Description of real estate for office/storage/parking spaces with proof of ownership and/or current lease agreement _____
- D. All current, relevant licenses (municipal, trade, professional and trucking authorities) _____
- E. DBE/WBE/MBE/FBE/PBE/SDB or SBA 8(a) certifications or denials and decertifications _____
- F. Evidence of Citizenship/Legal Residency Status and Ethnicity/Gender for any new owners or new controlling members of the firm _____
- G. Detailed resumes showing Dates of Education, Training and Work History for any new owners, managers and supervisors _____
- H. Any updated bank resolutions/signature cards _____
- I. Proof of Contribution(s) by any new owner(s) to acquire stock in the firm or start up capital (Cancelled Checks, Loan Agreements, etc...) _____
- J. Current Fiscal Year End Financial Statement including balance sheet (assets and liabilities) _____
- K. Most recent signed U.S. Federal Income Tax Return for the firm _____
- L. Copies of most recent W-2 and 1099 forms for all owners, directors, managers and key employees _____
- M. Copies of the Cover Page and Executed Signature Page of Three (3) Contracts and/or Purchase Orders/Invoices _____
- N. Most recent signed U.S. Personal Income Tax Return including all schedules and attachments _____
- O. Social and Economic Disadvantaged/Personal Net Worth Affidavits _____

Corporations must also include these documents:

- P. Any amendments to the by-laws of the corporation _____
- Q. Newly Issued/Cancelled Stock Certificates (front & back) and Stock Ledger _____
- R. Current Shareholder's Meeting Minutes where current Board Members were appointed _____
- S. Current Board of Director's Meeting Minutes where current Officers were appointed _____

Partnerships must also include this document:

- T. Any changes to the Partnership Agreement _____

Affidavit of Certification

A material or false statement or omission made in connection with this application is sufficient cause for denial of certification, revocation of a prior approval, initiation of suspension or debarment proceedings, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable federal and state law.

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

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

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

I agree to provide written notice to the agency/entity or Unified Certification Program (UCP) of any material change in the information contained in the original application within 30 calendar days of such change (e.g., ownership, address, telephone number, etc.) as required by 49 CFR part 26, as applicable to DBEs, or the Illinois Unified Certification regulations and/or state and local regulations.

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

I understand and acknowledge that to fraudulently obtain or retain certification or public monies, to willfully make a false statement to an official for the purpose of influencing certification eligibility or to obstruct or impede an official or employee who is investigating the qualifications of a business which has requested certification is a Class 2 felony subject to prosecution under Chapter 720 ILCS 5/33C.

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

Signature of owner, officer or partner _____ Date _____

Notary Public _____ Commission Expires _____ Seal _____

Note: All individuals claiming ten (10) percent ownership or greater must sign below.

(Signature of Owner, Title) _____ Date _____

(Signature of Owner, Title) _____ Date _____

(Signature of Owner, Title) _____ Date _____

(Signature of Owner, Title) _____ Date _____

Attachment 4

DBE Statement of Personal Net Worth



Chicago Transit Authority's
Disadvantaged Business Enterprise Program

DETERMINATION OF SOCIAL AND ECONOMIC DISADVANTAGE

In order to determine social and economic disadvantage, the certifying partner will presume that citizens of the United States (or lawfully admitted permanent residents) who are woman, Black American, Hispanic American, Native American, Asian-Pacific American, Subcontinent Asian American, or other minorities found to be disadvantaged by the Small Business Administration (SBA), are socially and economically disadvantaged individuals. This presumption may be rebutted by the certifying partner

if the individual has not experienced social and economic disadvantage based upon the effects of discrimination suffered due to inclusion in any of the above groups. Examples of circumstances that may cause the rebuttal of the presumption include: (1) the individual has not held himself or herself out to be a member of a group; (2) the individual has not acted as a member of the group community; or, (3) if the individual is not identified as belonging to the group by the members of the general population.

CERTIFICATION

I certify that I am the individual owner or stockholder identified above on whose ownership and control reliance is placed for DBE certification. I further certify that I have read and understand the information provided by this form, that I am socially and economically disadvantaged individual by virtue of inclusion in the presumptive group checked below and that I have personally experience social and economic disadvantage based upon the effects of discrimination as a result of personal identification as a member of the group. I have attached documentation that substantiates my inclusion in the indicated presumptive group.

Check box that applies:

☐ Woman ☐ Black American ☐ Hispanic American ☐ Native American

☐ Asian-Pacific American ☐ Subcontinent Asian American

☐ Other minority found to be disadvantaged by SBA

Signature of individual owner/stockholder:

Date:

Subscribed and sworn to me before this _____ day of _____
my commission expires _____

Notary Public _____ (SEAL)

**CHICAGO TRANSIT AUTHORITY
STATEMENT OF PERSONAL NET WORTH
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

Complete this form for each socially disadvantaged proprietor(s), or socially disadvantaged limited and general partner(s) whose combined interest totals 51% or more, or socially disadvantaged stockholder(s) owning 51% or more of voting stock in the disadvantaged business enterprise. **Omit spousal share of Assets and Liabilities when computing net worth. Submitted Personal Net Worth Statement information should be current.**

Name	Business telephone ()
Residence address	Residence telephone ()
City, State, Zip Code	
Business Name of DBE	
ASSETS	LIABILITIES
(Omit Cents)	(Omit Cents)
Cash on hand and in Banks.....\$ _____	Accounts Payable.....\$ _____
Savings Accounts.....\$ _____	Notes Payable to Banks and Others\$ _____ (Section 2)
IRA or Other Retirement Account(s).....\$ _____	Installment Account (Auto).....\$ _____ (Section 2)
Accounts and Notes Receivable\$ _____	Installment Account (other).....\$ _____ (Section 2)
Life Insurance - Cash Surrender Value Only\$ _____ (Section 8)	Loan on Life Insurance.....\$ _____
Stocks and Bonds.....\$ _____ (Section 3)	Mortgages on Real Estate.....\$ _____
Real Estate.....\$ _____ (Section 4)	Unpaid Taxes.....\$ _____ (Section 6)
Automobile - Present Value.....\$ _____	Other Liabilities.....\$ _____ (Section 7)
Other Personal Property.....\$ _____ (Section 5)	Subtotal Liabilities\$ _____
Subtotal Assets.....\$ _____	Less: Mortgage Balance on Primary Residence...\$ _____
Less: Primary Residence.....\$ _____	Total Liabilities.....\$ _____
Total Assets.....\$ _____	Net Worth.....\$ _____
	Total Liabilities plus Net Worth.....\$ _____
Note: Total Net Worth = Total Assets - Total Liabilities	

**STATEMENT OF PERSONAL NET WORTH
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

Section 1. Source of Income	Contingent Liabilities
Salary.....\$ _____	As Endorser or Co-Maker.....\$ _____
Net Investment Income.....\$ _____	Legal Claims and Judgements.....\$ _____
Real Estate Income.....\$ _____	Provision for Federal Income Tax.....\$ _____
*Other Income (Describe below).....\$ _____	Other Special Debt.....\$ _____
Description of Other Income and the amount in Section 1.	

Section 2. Notes Payable to Bank and Others. (Use attachments if necessary. Each attachment must be identified as a part of this attachment and signed.)

Name and Address of Note Holder(s)	Original Balance	Current Balance	Payment Amount	Frequency (Monthly, etc.)	How Secured or Endorsed Type of Collateral

Section 3. Stocks and bonds. (Use attachments if necessary. Each attachment must be identified as a part of this statement and signed.)

Number of Shares	Name of Securities	Cost	Market Value Quotation/Exchange	Date of Quotation/Exchange	Total Value

*Child Support payments need not be disclosed in "Other Income" unless it is desired to have such payments counted toward total income.
(CTA 03/01)

**STATEMENT OF PERSONAL NET WORTH
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

Section 4. Real Estate Owned. (List each parcel separately. Use attachments if necessary. Each must be identified as a part of this statement and signed.)

	Property A	Property B	Property C
Type of Property (Residence, Commercial, Rental, etc.)			
Date of Purchase	/	/	/
Please check to indicate primary residence	[]	[]	[]
Property Address			
Name and Address of Title Holder			
Original Cost			
Present Market Value			
Name and Address of Mortgage Holder			
Mortgage Balance			

Section 5. Other Personal Property and Other Assets. (Describe, and if any is pledged as security, state name and address of loan holder, amount of lien, terms of payment, and if delinquent, describe delinquency.)

Section 6. Unpaid Taxes. (Describe in detail as to type, to whom payable, when due, amount, and to what property, if any, a tax lien attached.)

**STATEMENT OF PERSONAL NET WORTH
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

Section 7. Other Liabilities. (Description of Other Liabilities and the amount.)

Section 8. Whole Life Insurance Held. (Give face amount and cash surrender value of policies, name of insurance company and beneficiaries.)

Section 9. Asset Transfers. (Description of Asset Transfers and the amount of any transfer of assets between the disadvantaged individual and any individual or business within the past two years.)

I authorize Chicago Transit Authority to make inquiries and verification of supporting documentation, as necessary, to verify the accuracy of the statements made. I certify the above and the statements contained in the attachments are true and accurate as of the stated date(s).

Signature:

Date:

Social Security Number:

Subscribed and sworn to before me this _____ Day of _____

My commission expires _____

Notary Public _____ (SEAL)

Attachment 5

Vendor Application including the Commodity Code Checklist

VENDOR APPLICATION

To: Chicago Transit Authority E-MAIL: _____ 567 West Lake Street Chicago, IL 60661-1498 FAX NUMBER: _____		THIS SPACE FOR USE BY AUTHORITY	
1. NAME OF APPLICANT		2. TELEPHONE NUMBER () -	
4. ADDRESS TO WHICH BIDDING FORMS AND PURCHASE ORDERS ARE TO BE MAILED (INCLUDE 9 DIGIT ZIP CODE)		3. TAX CODES FEDERAL _____ STATE _____ 1099 VENDOR ☐ YES ☐ NO	
5. ADDRESS TO WHICH PAYMENTS ARE TO BE MAILED (INCLUDE 9 DIGIT ZIP CODE)		6. HOW LONG IN PRESENT BUSINESS	
7. TYPE OF ORGANIZATION (CHECK ONE) ☐ Individual ☐ Partnership ☐ Corporation		8. IF INCORPORATED, INDICATE IN WHICH STATE	
9. MOST RECENT CERTIFIED FINANCIAL STATEMENT OR OTHER DOCUMENT SHOWING FINANCIAL CONDITION AND A LISTING OF THE NAMES OF THE PRINCIPAL FIRMS WITH WHOM YOU HAVE DONE BUSINESS MUST ACCOMPANY YOUR APPLICATION. ADDITIONAL FINANCIAL INFORMATION REQUIRED ON REVERSE SIDE UNDER HEADING DATA PER FINANCIAL STATEMENTS.			
10. ARE YOU CONSIDERED TO BE A DISADVANTAGED BUSINESS ENTERPRISE? Fifty-one percent or more minority owned and controlled. List % owned in space provided. Minority persons are defined as Black, Hispanic, Asian American, American Indian, Alaskan native, or a woman regardless of ethnicity. For complete definitions see D.O.T. Regulation 49 C.F.R., Part 23 and 106C. Minority ☐ Yes _____ % ☐ No Female ☐ Yes _____ % ☐ No			
11. NAMES OF OFFICERS, MEMBERS OR OWNERS OF CONCERN, PARTNERSHIP, ETC.			
(A) President		(B) Vice President	
(C) Secretary		(D) Treasurer	
(E) Owners or Partners		12. Dun & Bradstreet Rating (if available)	
13. PERSON(S) AUTHORIZED TO SIGN CONTRACTS (must be vice-president or above)			
Name		Official Capacity	
14. PERSONS OR CONCERNS AUTHORIZED TO SIGN BIDS IN YOUR NAME (if agent, so specify)			
Name		Official Capacity	
15. PERSON(S) TO CONTACT ON MATTERS CONCERNING BID, CONTRACTS, ACCOUNTS RECEIVABLE, CREDIT AND CLAIMS (if agent, so specify)			
Name		Official Capacity	
		Telephone No.	
16. NATURE OF BUSINESS (Check applicable categories) ☐ Manufacturer ☐ Supplier ☐ Retailer ☐ Architect ☐ Manufacturer's Representative ☐ Contractor ☐ Broker ☐ Consultant ☐ Engineer SIC# _____			
17. NUMBER OF PERSONS NOW EMPLOYED		18. FLOOR SPACE (Square Feet)	
20. INDICATE DOLLAR AMOUNT OF STOCK CARRIED IN OWN WAREHOUSE		19. NET WORTH	
		21. Manufacturing	
		22. Warehouse	
		23. Date	
		24. Amount	
I certify that the information supplied herein (including all pages attached) is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer, is now debarred or otherwise declared ineligible by any public agency from bidding for furnishing materials, supplies or services to any agency thereof.			
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS APPLICATION		DATE	
		NAME AND TITLE OF PERSON SIGNING (Please type or print)	

CHICAGO TRANSIT AUTHORITY
VENDOR ANALYSIS OF FINANCIAL DATA

DATA PER FINANCIAL STATEMENTS:	AMOUNTS
(1) Current Assets (Including other assets and B/R)	_____
(2) Net Working capital (Check for capital Stock)	_____
(3) Total Assets	_____
(4) Current Liabilities (Including other liabilities)	_____
(5) Total Liabilities (Including other liabilities)	_____
(6) Retained Earnings	_____
(7) Equity	_____
(8) Earning Before Interest & Taxes	_____
(9) Earnings After Taxes	_____
(10) Sales (Net)	_____

**PLEASE USE SPACE BELOW FOR COMMODITIES YOU ARE PROVIDING
THAT ARE NOT LISTED OR MAY REQUIRE CLARIFICATION**

CLASS	DESCRIPTION
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMODITY LIST

Name of Firm

Date

Please check the categories of work your firm is capable of and willing to perform. The CERTIFICATION of your business will be classified according to your firm's experience or ability to perform in these areas.

- | | | |
|---|--|---|
| ☐ 200 A.D.T. Service | ☐ 7 Bolts & Nuts Hex Square | ☐ 654 Cement: Belting |
| ☐ 1 Abrasive Cloth, Paper Disk | ☐ 8 Bolts: Heat-Treated | ☐ 690 Cement: Black Glazing |
| ☐ 2 Acetate Sheets | ☐ 9 Bolts: Special | ☐ 697 Cement: Liquid Fabric & Thinner |
| ☐ 738 Advertising Agencies | ☐ 10 Bolts: Track | ☐ 687 Cement: 3M Co for Upholstery |
| ☐ 731 Advertising Specialty | ☐ 163 Bolts: Brake Block | ☐ 17 Chain: Bronze-Brass Sash |
| ☐ 386 Aerial Photographs | ☐ 106 Bolts: Carriage | ☐ 411 Chain: Skid Automotive |
| ☐ 517 Aero-Quip Hose-Fittings | ☐ 117 Bolts: Eye | ☐ 18 Chain: Steel Coil |
| ☐ 393 Air Compressor Parts | ☐ 348 Bookbinding | ☐ 216 Changers: New and Repairs |
| ☐ 681 Air Compressor-Ingersoll-Rand | ☐ 722 Bottles & Jars | ☐ 733 Channel |
| ☐ 184 Air Conditioners | ☐ 509 Boxes: Metal | ☐ 342 Charts: Recording |
| ☐ 752 Air Pollution Control | ☐ 508 Boxes: Wood | ☐ 217 Chemicals |
| ☐ 142 Aircraft Marine Products | ☐ 433 Brake Blocks: Bus | ☐ 162 Chimney & Stacks: Maintenance |
| ☐ 800 Aluminum | ☐ 437 Brake Drums | ☐ 82 Chisels |
| ☐ 561 Aluminum: Fabricated | ☐ 522 Brake Parts: Automotive | ☐ 668 Cinders |
| ☐ 712 Aluminum: Sign Blanks | ☐ 808 Brake Pins | ☐ 359 Clamps: Wire Rope |
| ☐ 523 Ammeters & Gauges Auto | ☐ 809 Brake Shoes: Cars | ☐ 19 Clay: Fire |
| ☐ 67 Anchors: Screws | ☐ 810 Brass: Tubing, Bar Strip SH | ☐ 50 Clay Pipe |
| ☐ 801 Anchors: Rail | ☐ 11 Brick: Building & Sewer | ☐ 339 Cleaner: Bendix |
| ☐ 401 Anti-Freeze: Permanent | ☐ 12 Brick: Fire | ☐ 354 Cleaner: Engine-Lix-Klene |
| ☐ 334 Aprons: Canvas | ☐ 911 Brick: Concrete | ☐ 218 Cleaning Compound |
| ☐ 755 Architectural & Engineering Service | ☐ 900 Bridges | ☐ 353 Cleanser: Scouring Powder |
| ☐ 877 Armature Shafts: Install-GE | ☐ 811 Bronze | ☐ 219 Clocks |
| ☐ 880 Armature Shafts: Install-WE | ☐ 13 Brooms | ☐ 220 Cloth: Cotton Drill |
| ☐ 802 Armatures & Small Motor Repair | ☐ 89 Brooms: Whisk | ☐ 221 Cloth: Cotton Duck |
| ☐ 3 Asphalt Material | ☐ 14 Brushes: Other Than Paint | ☐ 346 Cloth: Drop |
| ☐ 952 Asphalt Paving 0-3000000 | ☐ 15 Brushes: Paint; Varnish | ☐ 222 Cloth: Muslin Bunting |
| ☐ 4 Asphalt Repair Work | ☐ 390 Brushes: Carbon | ☐ 225 Cloth: Oiled |
| ☐ 404 Automobile: Buick | ☐ 195 Brushes: Wire | ☐ 223 Cloth: Sign Curtain |
| ☐ 402 Automobile: Chevrolet | ☐ 128 Brushes: Window | ☐ 325 Cloth: Silk |
| ☐ 408 Automobile: Dodge | ☐ 345 Brushholders: Repair | ☐ 305 Cloth: Window Shade Drapes |
| ☐ 403 Automobile: Ford | ☐ 771 Building Material | ☐ 224 Cloth: Wiping |
| ☐ 406 Automobile: Plymouth | ☐ 16 Building Material: Cement; Sand; Stone | ☐ 555 Clutches: Rebuilding |
| ☐ 407 Automobile: Pontiac | ☐ 526 Bumpers: Automotive | ☐ 820 Coils: Armature |
| ☐ 521 Automobile: Rental of All Auto Equipment | ☐ 533 Bus Parts: GMC | ☐ 821 Coils: Armature A-4 Only |
| ☐ 907 Automobile: All | ☐ 799 Bus Parts: MAN | ☐ 609 Coke |
| ☐ 514 Automotive Parts: Miscellaneous | ☐ 798 Bus Parts: TMC | ☐ 725 Collating |
| ☐ 396 Axle: Shafts B-2, B-3 | ☐ 560 Bus Builders | ☐ 565 Collector: Systems-Dust |
| ☐ 803 Axles | ☐ 775 Bus Rebuilders | ☐ 729 Communication Equipment: Police |
| ☐ 427 Babbitt | ☐ 812 Bushing: Bronze | ☐ 822 Commutators: Assembled |
| ☐ 203 Badges: Train Person | ☐ 211 Buttons: Train Person | ☐ 326 Commutators: Rebuild |
| ☐ 204 Bags: Burlap | ☐ 308 Cabinets: Filing | ☐ 823 Commutators: Segments |
| ☐ 205 Bags: Cotton | ☐ 604 Cabinets: Wood Also Doors | ☐ 693 Compound: GE-Cable Int Ins |
| ☐ 206 Bags: Mail Canvas | ☐ 327 Cable: Automotive | ☐ 307 Compound: Water Softener |
| ☐ 208 Bags: Tool | ☐ 559 Cable: Axial | ☐ 692 Compound: Water Wash |
| ☐ 209 Bands: Rubber | ☐ 786 Cable: Computer | ☐ 400 Compressor: Automotive |
| ☐ 183 Barricades: Traffic | ☐ 212 Cable: Electrical Weatherproofing | ☐ 611 Compressor: Stationary |
| ☐ 805 Bars: Equalizer | ☐ 189 Cable: Plastic Coat Signal | ☐ 610 Compressors: Contract Equipment |
| ☐ 804 Bars: Comp. Angle | ☐ 185 Cable: Ties | ☐ 577 Computer & Process Supply |
| ☐ 428 Batteries: Dry Cells | ☐ 213 Cable Brackets | ☐ 591 Computer Software & Supply |
| ☐ 414 Battery: Storage-Nickelcad | ☐ 245 Calculating | ☐ 180 Concrete: Gunite |
| ☐ 412 Battery: Storage-Nickeliron | ☐ 121 Cans: Fibre | ☐ 773 Concrete: Precast |
| ☐ 429 Battery: Storage - Lead-Acid | ☐ 224 Canvas | ☐ 966 Consultant: Accounting |
| ☐ 430 Battery Chargers: New & Repair | ☐ 343 Canvas: Roofing | ☐ 971 Consultant: Advertising |
| ☐ 431 Bearings: Axle-Journal-Arm | ☐ 605 Car Window & Door Parts | ☐ 960 Consultant: Architectural Engineering |
| ☐ 432 Bearings: Ball & Roller | ☐ 225 Carbide | ☐ 964 Consultant: Civil Engineering |
| ☐ 600 Belting: Leather Straps | ☐ 274 Cardboard | ☐ 764 Consultant: Construction |
| ☐ 601 Belting: Woven | ☐ 778 Carpets | ☐ 969 Consultant: Data Processing |
| ☐ 645 Belts: Automotive, "B" size | ☐ 194 Cars: Rail | ☐ 963 Consultant: Electrical Engineering |
| ☐ 603 Belts:"V" - Auto and Industrial | ☐ 119 Casters | ☐ 970 Consultant: Financial |
| ☐ 312 Binders: Canvas; Plastic | ☐ 813 Castings: Aluminum | ☐ 728 Consultant: Freight Audit |
| ☐ 726 Binding: Spiral | ☐ 814 Castings: Brass | ☐ 965 Consultant: Geo. Technical Engineering |
| ☐ 43 Bins: Lockers | ☐ 707 Castings: Ductile Iron | ☐ 973 Consultant: Information Systems |
| ☐ 81 Bits: Drill Track | ☐ 815 Castings: Gray Iron | ☐ 968 Consultant: Legal |
| ☐ 159 Bits: High Speed Tool | ☐ 816 Castings: Manganese | ☐ 967 Consultant: Management |
| ☐ 349 Blankets: Wool | ☐ 817 Castings: Steel | ☐ 972 Consultant: Marketing |
| ☐ 95 Boiler: Repair Parts | ☐ 768 Catering Services | ☐ 961 Consultant: Mechanical Engineering |
| ☐ 5 Boilers: New | ☐ 315 Celluloid & Transparencies | ☐ 974 Consultant: Real Estate |
| ☐ 6 Boilers: Repair | ☐ 115 Cement: Special Adhesive | ☐ 962 Consultant: Structural Engineering |

☐ 762 Consulting Service
☐ 720 Contacts
☐ 945 Contractor: Caisson - 0 - Over 3000001
☐ 20 Contractor: Concrete Paving
☐ 937 Contractor: Electric - 0-100000
☐ 939 Contractor: Electric - 0-1000000
☐ 938 Contractor: Electric - 0-3000000
☐ 26 Contractor: Electrical
☐ 940 Contractor: Excavating - 0-500000
☐ 941 Contractor: Excavating - 0-1000000
☐ 942 Contractor: Excavating - 0-3000000
☐ 943 Contractor: Excavating - 0-3000001 & Over
☐ 171 Contractor: Foundations
☐ 21 Contractor: General - 0-10000
☐ 924 Contractor: General - 0-500000
☐ 926 Contractor: General - 0-1000000
☐ 927 Contractor: General - 0-3000000
☐ 928 Contractor: General - 0-3000001 & Over
☐ 929 Contractor: General - 0-3000001 & Over On
☐ 715 Contractor: Inside Ceilings Parts
☐ 935 Contractor: Plumbing - 0-3000000
☐ 54 Contractor: Roofing
☐ 170 Contractor: Track Construction
☐ 596 Contractors: Construction R.R.
☐ 901 Contractors: Covering Pipe
☐ 597 Contractors: Dry Wall
☐ 434 Contractors: Equipment
☐ 582 Contractors: Glass Install
☐ 38 Contractors: Heating
☐ 976 Contractors: Masonry Brick
☐ 75 Contractors: Painting
☐ 698 Contractors: Plumbing
☐ 882 Contractors: Prefab Stl & ER
☐ 699 Contractors: Sewer
☐ 57 Contractors: Sheet Metal
☐ 78 Contractors: Tuckpointing
☐ 131 Contractors: Ventilating
☐ 143 Contractors: Wrecking
☐ 376 Control Panels
☐ 435 Conveyors
☐ 824 Copper
☐ 719 Copy Machines
☐ 303 Cork
☐ 164 Cotter Pins
☐ 685 Cotton: Upholsterers
☐ 378 Counting Machines: Coin
☐ 677 Couplers: Air & Parts
☐ 612 Couplers: New & Repairs
☐ 226 Court Reporting
☐ 881 Covering: Pipe-Fibre Glass
☐ 703 Covering: Seat Vinyl Fabric
☐ 766 Covers: Seat
☐ 569 Cranes: Repairs-Rent-Purchase
☐ 436 Crankshaft: Regrinding
☐ 86 Crayons
☐ 22 Crucibles: New & Repair
☐ 286 Cups: Water-Drinking
☐ 311 Cuts: Half-tones-Zincs
☐ 466 Cutting Oil: Machine Oil
☐ 23 Cutting Tools: Taps Drills
☐ 613 Decalcomanias: Transfers
☐ 510 Delco Remy: Parts
☐ 482 Delco Remy: Repairs
☐ 595 Delivery Service
☐ 255 Desks; Chairs; Tables
☐ 614 Destination: Signs-Parts
☐ 319 Dials: Watchclock
☐ 301 Dictaphones
☐ 227 Disinfectants
☐ 363 Dispensers: Soap
☐ 730 Disposal of Waste Paper
☐ 24 Door Checks
☐ 25 Doors: Fireproof Electric
☐ 150 Doors: Wood Garage-Overhead
☐ 548 Doors: Air Curtain

☐ 892 Doors: Steel
☐ 906 Dowels: Wood
☐ 616 Downspouts: Elbows, Pipe, CR
☐ 1000 Draft Regulators: Window
☐ 950 Drafting Services: Engineering
☐ 228 Drawing Materials
☐ 147 Drill Chucks: Apex
☐ 83 Drills
☐ 714 Drums: Steel
☐ 341 Duck: Dyed
☐ 580 Dumping Sites
☐ 246 Duplicating: Gelatin-Spirit
☐ 371 Duplicating: Supplies
☐ 617 Dust Guards
☐ 122 Duster: Cotton
☐ 829 Electric Fixtures & Supply
☐ 828 Electrical Installation
☐ 896 Electrical Supply: Mazda Lamps
☐ 739 Electronics
☐ 229 Electrotypes
☐ 618 Elevator-Escalators
☐ 763 Engine Rebuilders
☐ 552 Engines: Diesel; Gas
☐ 230 Envelopes
☐ 772 Equipment Rental: General
☐ 884 Excavating & Underground Construction
☐ 231 Exterminating
☐ 584 Eye Glasses
☐ 832 Fans: Exhaust (New)
☐ 833 Fans: Exhaust (Repair)
☐ 834 Fans: Ventilating
☐ 381 Fareboxes
☐ 696 Faucets: Radiator
☐ 619 Felt: Hair
☐ 620 Felt: Wool
☐ 79 Fencing
☐ 774 Fencing Construction
☐ 598 Fibre Glass Products
☐ 27 Files: Flat, Round Other
☐ 329 Film: NU
☐ 360 Filters: Water
☐ 904 Filters: Air
☐ 440 Fire Extinguishers
☐ 667 Fire Protection
☐ 855 Fish Plates
☐ 232 Flags
☐ 166 Flexicore Floor & Roof
☐ 589 Flooring & Base: Install
☐ 28 Flooring: Carpeting
☐ 564 Flooring: Coating-Patch
☐ 76 Flooring: Linoleum
☐ 29 Flooring: Liquid (Vehicle)
☐ 30 Flooring: Rubber (Vehicle)
☐ 558 Flooring: Rubber Matting
☐ 438 Fluid: Fire Extinguisher
☐ 835 Forgings
☐ 263 Forms & Snapouts: Carbon Back
☐ 31 Foundry Supplies
☐ 898 Frames: Display Advertisement
☐ 732 Frames: Picture
☐ 551 Framing: Metal
☐ 579 Freon
☐ 751 Fuel Distribution
☐ 724 Fuel Injectors
☐ 155 Funnels: Solid Copper
☐ 760 Furnace Insulation & Repair
☐ 97 Furniture Brushes
☐ 836 Fuses: Electrical
☐ 621 Fuses: Railroad
☐ 233 Garden Supplies
☐ 234 Gas: Acetylene-Oxygen
☐ 592 Gaskets
☐ 413 Gaskets: Automotive Parts
☐ 622 Gates: Crossing & Parts

☐ 765 Gates: Parking Lot
☐ 80 Gauges: Mechanical
☐ 838 Gear Cases
☐ 839 Gears & Pinions
☐ 840 Gears: Small
☐ 841 Generator & Alternator Repairs
☐ 32 Glass
☐ 141 Glass: Plain-Hammered Wire
☐ 169 Glass: Bullet Resistant
☐ 177 Glass: Corrugated
☐ 127 Glass: Plexiglass
☐ 167 Glass: Translucent & Fibre
☐ 441 Gloves
☐ 364 Glue: Padding
☐ 646 Glue: Cabinet Makers & Etc.
☐ 335 Glycerine
☐ 34 Goggles
☐ 718 Grating
☐ 842 Grids: Resistance
☐ 107 Grinders & Welders: Ajax
☐ 850 Guard: Mud-Rubber
☐ 35 Guns: Caulking
☐ 153 Hammers: Copper
☐ 340 Hand Cleaner: Protek
☐ 385 Hand Cleaner: Waterless
☐ 123 Handles: Mop
☐ 36 Handles: Hammer, Sledge Pick
☐ 843 Hangers & Cable Hangers
☐ 409 Harness: Wire
☐ 235 Hauling: Excavating & Rubbish
☐ 894 Headlights
☐ 876 Heat Treat: Arm Shaft, Etc.
☐ 39 Heaters: Building
☐ 442 Heaters: Bus
☐ 443 Heaters: Car
☐ 196 Heaters: Electric Track
☐ 547 Heavy Rail Equipment
☐ 146 Heli-Coil: Parts
☐ 148 Hinges
☐ 444 Hoists: Electric-Air Crane
☐ 981 Holograms
☐ 174 Hooks: Coat Brass
☐ 473 Hose: Air-Steam-Water
☐ 513 Hose: Air Brake & Signal
☐ 415 Hose: Clamps: Automotive
☐ 528 Hose: Couplings: Fittings
☐ 512 Hose: Fire
☐ 445 Hose: Heater
☐ 446 Hose: Metal Flexible
☐ 447 Hose: Radiator
☐ 186 Hose: Silicone
☐ 37 Howe-Miscellaneous Screws, Nail
☐ 384 IBM Equipment & Supplies
☐ 373 IBM Tabulating Cards
☐ 370 ID: Identification System
☐ 394 Ignition Testing Equipment
☐ 332 Ink: Printers
☐ 236 Inspection
☐ 776 Instructors and Conferences
☐ 40 Insulation: Building
☐ 136 Insulation: Rock Wool
☐ 399 Insulation: Electric Micarta
☐ 197 Insulation: Fire Retardant
☐ 647 Insulation: Fibre
☐ 648 Insulation: Fibre-Track
☐ 546 Insulation: Rail
☐ 448 Insulators: 500000C.M. Porcelain
☐ 624 Insulators: Electric All Type
☐ 761 Insurance Brokers
☐ 187 Instrument Repair: Meters
☐ 846 Iron: Wrought & Refined
☐ 790 Jacks: Bus and Rail
☐ 449 Jacks: Hydraulic; Electric
☐ 372 Janitor Service

- ☐ 190 Job Shop Machining
- ☐ 847 Keys: For Brake Beam Hanger
- ☐ 125 Knives: Paper Cutting
- ☐ 41 Ladders
- ☐ 135 Ladders: Aluminum
- ☐ 134 Ladders: Step-Wood
- ☐ 383 Laminating
- ☐ 237 Laundering: Shop Items
- ☐ 450 Lead
- ☐ 671 Lead: White
- ☐ 848 Leads: PCC Car & Tract Mtr
- ☐ 599 Leasing Service
- ☐ 625 Leather: Belts & Belting
- ☐ 644 Leather: Hides Only
- ☐ 626 Leather: Upholstery
- ☐ 42 Lens: Welding Goggles
- ☐ 679 Lenses: Marker Lamp & etc.
- ☐ 238 Lettering: Office Doors
- ☐ 849 Lids: Journal Boxes
- ☐ 568 Lifts: Hydraulic
- ☐ 524 Lights: Automotive
- ☐ 130 Limestone: Crushed
- ☐ 627 Linseed Oil & Turpentine
- ☐ 721 Lithographers
- ☐ 84 Locks
- ☐ 562 Locksmiths
- ☐ 465 Lubricants: Grease; Oil, etc.
- ☐ 452 Lubricating Equipment
- ☐ 629 Lumber: Hardwood-Local Del
- ☐ 630 Lumber: Plywood
- ☐ 695 Lumber: Ponderosa Pine Carld
- ☐ 705 Lumber: Soft Wood Local Delv
- ☐ 347 Lye: Sodium-Hydroxide
- ☐ 783 Machinery Wheel Press
- ☐ 460 Machinery: Degreasing
- ☐ 453 Machinery: Drill Presses
- ☐ 455 Machinery: Grinders
- ☐ 454 Machinery: Lathes
- ☐ 518 Machinery: Metal-Sheet Frm
- ☐ 457 Machinery: Milling
- ☐ 458 Machinery: Planers
- ☐ 456 Machinery: Saws
- ☐ 527 Machinery: Woodworking
- ☐ 910 Machinery: Used
- ☐ 723 Machines: Office
- ☐ 173 Machining: Jigs, Fixtures
- ☐ 532 Machining: Production-Repair
- ☐ 398 Magnets
- ☐ 240 Mailing Supplies
- ☐ 653 Manhole: Frames & Covers
- ☐ 631 Markers: Car-Petroleum Bur
- ☐ 902 Marking Material: Street Traffic Line
- ☐ 594 Material Handling: Equipment
- ☐ 507 Material Handling: Wood
- ☐ 980 Medical Services
- ☐ 239 Medical Supplies
- ☐ 322 Mercury: Distilled
- ☐ 535 Metal: Filters
- ☐ 700 Metal: Perforating
- ☐ 530 Metalizing: Machining
- ☐ 844 Meters: Volt & Ammeters
- ☐ 632 Mica
- ☐ 380 Microfilm: Repair and Supplies
- ☐ 633 Millwork-Wood
- ☐ 541 Mirrors: Bus-Truck
- ☐ 51 Mop Wringers
- ☐ 44 Mops: Heads
- ☐ 207 Motor Repair: All Sizes
- ☐ 825 Motors: Electric, Small
- ☐ 461 Motors: Gasoline-Diesel
- ☐ 313 Movers: Machinery
- ☐ 780 Movies - Slides
- ☐ 241 Moving Services
- ☐ 520 Mufflers: Bus-Truck-Auto
- ☐ 92 Nails
- ☐ 314 Name Plates: Plastic
- ☐ 242 Newspapers
- ☐ 357 Numbering Machines
- ☐ 138 Nuts: Brass
- ☐ 118 Nuts: Elastic Stop
- ☐ 158 Nuts: Security Locknuts
- ☐ 156 Nuts: Steel
- ☐ 98 Nuts: Lock
- ☐ 583 Office Machines: Miscellaneous
- ☐ 328 Oil Absorbent Compound
- ☐ 576 Oil Burners: Service & Parts
- ☐ 439 Oil Filters
- ☐ 416 Oil Seals: Automotive
- ☐ 519 Oilers & Oil Containers
- ☐ 567 Oven: Furnaces
- ☐ 740 Ovens: Industrial Furnace
- ☐ 451 Overhead Line Material
- ☐ 462 Packing: Mechanical
- ☐ 47 Padlocks
- ☐ 93 Pails
- ☐ 165 Pails: Steel
- ☐ 702 Paint & Varnish
- ☐ 637 Paint, Thinners, Removers
- ☐ 710 Painting Electrostatic
- ☐ 769 Pallets
- ☐ 767 Panels: Bus Body
- ☐ 304 Paper: Boxes & Cartons
- ☐ 374 Paper: Diazo-Blue Print
- ☐ 331 Paper: Duplicator
- ☐ 257 Paper: Toilet
- ☐ 259 Paper: Towel Wrap-Bags
- ☐ 368 Paper: Transfer
- ☐ 256 Paper: Mimeograph Bond
- ☐ 982 Parking: Rentals
- ☐ 258 Patterns: Wood Metal
- ☐ 756 Pavement Markings
- ☐ 77 Paving: Concrete
- ☐ 302 Perforators
- ☐ 175 Permacrete: Foundations
- ☐ 463 Petroleum Products: Fuel
- ☐ 464 Petroleum: Gas-Diesel etc.
- ☐ 260 Photographic Equipment & Supply
- ☐ 261 Photographic Finishing
- ☐ 137 Pipe: Sewer Vitrified Clay
- ☐ 851 Pipe: Electric Non-Cond. Flex
- ☐ 670 Pipe: Wrought Iron & Steel
- ☐ 417 Piston Rings: Automotive
- ☐ 418 Piston Rings: Automotive - Ramco
- ☐ 419 Piston Rings: Perfect Circle
- ☐ 49 Plaster of Paris
- ☐ 678 Plastic: Fabricated & Moulded
- ☐ 356 Plates: Addressograph
- ☐ 852 Plates: End Wearing & Supply
- ☐ 701 Plates: Name, etc.
- ☐ 853 Plates: Pedestal Wear
- ☐ 635 Plating: Chrome, etc.
- ☐ 651 Plumbing Fixtures: Sink, Etc.
- ☐ 650 Plumbing Material: Valves
- ☐ 636 Plumbing: Fittings
- ☐ 638 Plush: Mohair
- ☐ 467 Poles: Trolley
- ☐ 879 Poles: Line
- ☐ 333 Polish: Metal
- ☐ 377 Polish: Shoe
- ☐ 355 Portfolios
- ☐ 330 Portfolios: Canvas
- ☐ 140 Powder Tool Corporation Products
- ☐ 554 Power Steering: Replacement
- ☐ 886 Power Transmission
- ☐ 154 Prepo-Torches-Fuel
- ☐ 265 Print Posters & Car Cards
- ☐ 262 Printers Rollers
- ☐ 543 Printing Equipment: Machine
- ☐ 264 Printing: General
- ☐ 316 Printing: Legal
- ☐ 737 Printing Services
- ☐ 266 Printing: Planograph
- ☐ 908 Propane Gas Equipment
- ☐ 639 Pumice
- ☐ 468 Pump & Accessories
- ☐ 470 Pumps: Gasoline Maintenance
- ☐ 469 Pumps: Gasoline (New)
- ☐ 267 Punches: Conductors
- ☐ 640 Putty
- ☐ 689 Putty: Webb Product Dural-Laqueur
- ☐ 717 Racks: Acme Type
- ☐ 537 Radiators
- ☐ 471 Radiators: Repair
- ☐ 268 Radio Tubes: Repairs-Parts
- ☐ 777 Radios: 2 Way - Portable
- ☐ 806 Rail Bonds
- ☐ 807 Rail Braces
- ☐ 920 Rail Car: Brake Parts
- ☐ 782 Rail Car: Parts (General)
- ☐ 956 Rail Car: Rehab
- ☐ 819 Rail Clips
- ☐ 899 Rail Joints
- ☐ 587 Rail Specialties
- ☐ 887 Rail: Regular
- ☐ 856 Rail: Special Frogs, etc.
- ☐ 641 Rattan & Reed
- ☐ 99 Reamers
- ☐ 420 Reflectors: Automotive
- ☐ 192 Refrigeration & Air Conditioning Parts
- ☐ 397 Relay: Electrical
- ☐ 746 Repair Parts
- ☐ 336 Ribbons: Time Stamp
- ☐ 157 Rivets: (B.F. Goodrich)
- ☐ 104 Rivets: (Blind) Cherry
- ☐ 108 Rivets: Aluminum
- ☐ 133 Rivets: Brake Shoe Lining
- ☐ 149 Rivets: Southco-Blind
- ☐ 52 Rivets: Copper
- ☐ 53 Rivets: Steel
- ☐ 102 Rivets: Huck
- ☐ 857 Rods: Tie
- ☐ 350 Rolls: Bookkeeping-Machine
- ☐ 709 Roof Deck: Metal
- ☐ 55 Roofing Materials
- ☐ 642 Rope: Manila
- ☐ 643 Rope: Trolley
- ☐ 947 RR Construction & Maintenance 0-3000000
- ☐ 410 Rubber Channel Weather St
- ☐ 472 Rubber Goods: Boots; Gloves
- ☐ 515 Rubber Goods: Industrial
- ☐ 252 Rubber Stamps
- ☐ 382 Safes: New & Repair
- ☐ 590 Safety
- ☐ 358 Safety Awards
- ☐ 63 Safety Equipment
- ☐ 683 Safety-Walk: 3M Co Adhesives
- ☐ 269 Salt
- ☐ 100 Sand: Bank or Dune
- ☐ 111 Sand: Moulding
- ☐ 112 Sand: Moulding, Foundry
- ☐ 113 Sand: Sand Blast
- ☐ 706 Sash: Metal
- ☐ 545 Sash: Window
- ☐ 198 Saws: Chain New-Repairs
- ☐ 65 Saws: Mica Undercutting
- ☐ 56 Saws: Hand, Band, Other
- ☐ 581 Scaffolding
- ☐ 585 Scales: Service & Repair
- ☐ 556 Scales: Weight (various)
- ☐ 101 Scissors: Shears, Clippers
- ☐ 572 Scrap: Buses
- ☐ 570 Scrap: Ferrous
- ☐ 593 Scrap: Museum (Rail Cars & Parts)

- ☐ 571 Scrap: Non-Ferrous
- ☐ 573 Scrap: Paper & Cards
- ☐ 574 Scrap: Railroad Ties
- ☐ 33 Scrapers: Glass
- ☐ 110 Screws: Shakeproof or Equal
- ☐ 757 Sealants & Caulking Material
- ☐ 270 Seals: Safety
- ☐ 655 Seats: New
- ☐ 669 Seats: Repairs
- ☐ 781 Sewer Cleaning - Construction
- ☐ 539 Sewing Machines
- ☐ 858 Shafts
- ☐ 48 Sharpening: Saws - Knives
- ☐ 388 Sheeting: Scotchlite
- ☐ 563 Shelters: Bus
- ☐ 66 Shelving: Steel
- ☐ 758 Shelving: Wood
- ☐ 734 Shims: Steel
- ☐ 878 Shims: Tie Plates
- ☐ 474 Shock Absorbers
- ☐ 736 Shop Machinery and Accessories
- ☐ 87 Shovels
- ☐ 193 Sign Cloth: Mylar
- ☐ 682 Signal Lamp: Kirkland Type
- ☐ 656 Signal Material: Interlock
- ☐ 391 Signaling Devices: Horns
- ☐ 272 Signs: Cloth-Paper
- ☐ 657 Signs: Enameled Steel
- ☐ 199 Silicone: Sprays & Lubes
- ☐ 542 Sirens & Warning Lights
- ☐ 745 Slag
- ☐ 897 Slate
- ☐ 602 Sleeves: Cotton
- ☐ 321 Slings: Wire Rope
- ☐ 550 Sludge Removal: Cleaning
- ☐ 516 Snow Plow Equipment: Baker
- ☐ 735 Snow Removal: Equipment
- ☐ 275 Snow Removal: Rental Equipment
- ☐ 273 Soap: Liquid-Powdered-Hand
- ☐ 64 Sockets: Wrench Hand
- ☐ 475 Solder
- ☐ 540 Solder: Automotive Body
- ☐ 423 Spark Plugs
- ☐ 421 Spark Plugs: A.C.
- ☐ 422 Spark Plugs: Auto-Lite
- ☐ 859 Spikes: Boat
- ☐ 861 Spikes: Screw
- ☐ 860 Spikes: Track
- ☐ 276 Sponges & Chamois
- ☐ 324 Sponges: Cellulose
- ☐ 476 Spraying Equipment
- ☐ 477 Spreaders: Sand
- ☐ 478 Springs: Automotive Leaf
- ☐ 479 Springs: Small
- ☐ 623 Sprinklers: Automatic
- ☐ 891 Stampings: Steel
- ☐ 538 Staplers: Power
- ☐ 250 Stationery: Office
- ☐ 536 Steam Cleaning Equipment
- ☐ 88 Steel Erection
- ☐ 91 Steel Grit
- ☐ 46 Steel Wool
- ☐ 870 Steel: Case Harden Bush
- ☐ 864 Steel: Heavy Fabricated
- ☐ 865 Steel: Light Fabricated
- ☐ 862 Steel: Mills Car & Structure
- ☐ 869 Steel: Seamless C/D Bush
- ☐ 895 Steel: Special Tool
- ☐ 866 Steel: Spring
- ☐ 867 Steel: Tool Alloy
- ☐ 868 Steel: Tubing
- ☐ 863 Steel: Warehouse Car & Structure
- ☐ 704 Steel & Iron: Wrought
- ☐ 114 Stones: Communtator
- ☐ 124 Stones: Sunnen Grinder
- ☐ 658 Stools: Third Rail Insulation
- ☐ 979 Storage & Warehousing Services
- ☐ 58 Stove Parts
- ☐ 72 Strips: Car Wash Brush
- ☐ 85 Studs
- ☐ 109 Studs: Welding (Nelson)
- ☐ 277 Surveys: Legal
- ☐ 309 Sweeping Compound
- ☐ 529 Sweeping: Floor Scrub Machine
- ☐ 871 Switch or Panel Boards
- ☐ 188 Switch: Electrical Auto
- ☐ 893 Switchstands & Parts
- ☐ 909 Systems: Supv., Contract & Telemr.
- ☐ 105 Tacks: Upholsters
- ☐ 278 Tags
- ☐ 59 Tanks: Metal & Fiberglass
- ☐ 711 Tanks: Coating & Lining
- ☐ 673 Tanks: Storage-Installed
- ☐ 379 Tape: Cellulose-Transparent
- ☐ 659 Tape: Cotton
- ☐ 686 Tape: Electrical Insulation Plastic
- ☐ 684 Tape: Friction A.S.T.M.
- ☐ 688 Tape: Premium Friction & Rubber
- ☐ 675 Tape: Masking
- ☐ 912 Tapes: Computer
- ☐ 94 Taps
- ☐ 68 Tar
- ☐ 323 Tarpaulins
- ☐ 872 Telephone Equipment
- ☐ 271 Temporary Service
- ☐ 424 Terminals: Automotive
- ☐ 873 Terminals: Armature
- ☐ 905 Terminals: Solderless
- ☐ 748 Test Booklets
- ☐ 744 Testing: Metallurgical
- ☐ 713 Textured or Pattern Metal
- ☐ 103 Thermometers
- ☐ 660 Thread
- ☐ 279 Tickets
- ☐ 845 Tie Pads: Composition
- ☐ 854 Tie Plates
- ☐ 628 Ties: Creosoted RR Lumber
- ☐ 60 Tile: Rubber, Vinyl Asbestos
- ☐ 280 Time Clocks: New & Repairs
- ☐ 425 Timken Axles & Parts Auto
- ☐ 481 Tin: Bar
- ☐ 890 Tin: Sheet
- ☐ 176 Tips: Torch
- ☐ 484 Tires: Automotive
- ☐ 483 Tires: Bus
- ☐ 486 Tires: Industrial
- ☐ 485 Tires: Truck
- ☐ 578 Tokens
- ☐ 96 Tool Bits: Carboly
- ☐ 160 Tools: (H.S. Steel)
- ☐ 747 Tools: Automotive
- ☐ 139 Tools: Brick Removing
- ☐ 827 Tools: Electric, Small
- ☐ 61 Tools: Hand, Except Saws
- ☐ 487 Tools: Pneumatic (New)
- ☐ 488 Tools: Pneumatic (Repair)
- ☐ 741 Tools: Track
- ☐ 45 Torches: New & Repair
- ☐ 534 Torque Convertors: Spicer
- ☐ 281 Towels: Service Hand
- ☐ 282 Towels: Shop Wiper
- ☐ 742 Track Maintenance: Equipment
- ☐ 797 Traction Motors: Repair
- ☐ 975 Tractor (Wheel Type) Front End Loader
- ☐ 283 Training
- ☐ 885 Transformers
- ☐ 553 Transmissions: Rear End
- ☐ 694 Traps: Sarco Steam
- ☐ 779 Travel Services
- ☐ 716 Treads: Stair (Metals)
- ☐ 490 Trolley Wheel Axles
- ☐ 489 Trolley Wheels
- ☐ 395 Truck Body & Trailer Part
- ☐ 917 Truck Parts: Rail
- ☐ 531 Truck-Lift
- ☐ 977 Trucks: All Makes
- ☐ 491 Trucks: Chevrolet
- ☐ 492 Trucks: Dodge
- ☐ 493 Trucks: Ford
- ☐ 501 Trucks: Fork Lift-Battery
- ☐ 500 Trucks: Fork Lift-Gasoline
- ☐ 494 Trucks: GMC & Parts
- ☐ 502 Trucks: Industrial Hand
- ☐ 498 Trucks: International
- ☐ 499 Trucks: MACK
- ☐ 503 Trucks: Snow Plows
- ☐ 497 Trucks: WHITE
- ☐ 426 Tube & Tire Patches
- ☐ 661 Tube Fittings
- ☐ 874 Tubes: Resistance
- ☐ 662 Tubing: Mica, Fibre, etc.
- ☐ 649 Tubing: Non-Metallic Cotton
- ☐ 557 Tubing: Plastic
- ☐ 663 Twine & Cord
- ☐ 727 Typesetting
- ☐ 248 Typewriters: Electric
- ☐ 249 Typewriters: Manual
- ☐ 387 Undercoating
- ☐ 178 Uniforms
- ☐ 525 Universal Joints Spicer
- ☐ 575 Upholstery: Seats
- ☐ 770 Vacuum Cleaning
- ☐ 389 Valves: Electric
- ☐ 366 Venetian Blinds
- ☐ 889 Video Services
- ☐ 69 Vises
- ☐ 120 Washers: Brass
- ☐ 152 Washers: Car-Bus Cleaning
- ☐ 129 Washers: Flat Wrought Iron
- ☐ 62 Washers: Lock
- ☐ 754 Washing Compound: Bus
- ☐ 788 Waste Oil
- ☐ 549 Waste Oil - Liquid: Removal
- ☐ 795 Waste Treatment Systems
- ☐ 664 Waste: Cotton, Wool
- ☐ 665 Waste: Renovation
- ☐ 369 Watches: Stop
- ☐ 285 Water Cooler: Rent-Repair
- ☐ 789 Water Treatment: Boiler Waste
- ☐ 750 Water Treatment: Chemicals
- ☐ 284 Water: Drinking
- ☐ 753 Waterproofing
- ☐ 362 Wax: Liquid
- ☐ 191 Wax: Paraffin
- ☐ 182 Weatherstrip: Caulking
- ☐ 666 Weatherstrips: For Car
- ☐ 287 Webbing: Burlap
- ☐ 288 Weed Cutting
- ☐ 361 Weed Killer
- ☐ 888 Welders: Electric
- ☐ 70 Welding Equipment
- ☐ 71 Welding Rod
- ☐ 151 Welding Rod: Eutectic
- ☐ 116 Welding Rod: Manganese
- ☐ 168 Welding Rod: Spray Steel
- ☐ 145 Welding Rod: Stainless Steel
- ☐ 161 Welding Supplies: Linde
- ☐ 179 Welding Supplies: Smith
- ☐ 181 Welding Supplies: Torchweld
- ☐ 172 Welding: Repairs
- ☐ 459 Westinghouse Parts
- ☐ 875 Wheels & Tires: Steel
- ☐ 73 Wheels: Grinding

- ☐ 511 Wheels: Rims-Automotive
- ☐ 676 Whiting
- ☐ 337 Windex or Kleerglass
- ☐ 74 Window Washing
- ☐ 983 Windows: Bus
- ☐ 566 Windows: Steel & Aluminum
- ☐ 504 Windshield Wiping: Bus
- ☐ 505 Windshield Wiping: Equipment
- ☐ 290 Wire: Armature Banding
- ☐ 344 Wire: Book Bindery
- ☐ 292 Wire: Braided
- ☐ 293 Wire: Copperweld
- ☐ 294 Wire: Galvanized-Iron
- ☐ 295 Wire: Lead Cover Telephone
- ☐ 296 Wire: Magnet
- ☐ 297 Wire: Messenger
- ☐ 318 Wire: Monel
- ☐ 298 Wire: Music
- ☐ 306 Wire: Rope
- ☐ 299 Wire: Stove Pipe
- ☐ 289 Wire & Cable: General
- ☐ 90 Wire Cloth: Galvanized
- ☐ 300 Wire Markers
- ☐ 672 Wood: Turners
- ☐ 126 Wool: Steel
- ☐ 588 Word Processing Equipment & Service
- ☐ 310 Wrappers: Coin
- ☐ 320 Wrappers: Money
- ☐ 883 X-Ray Equipment: New & Repair
- ☐ 365 X-Ray Film
- ☐ 978 ZF - Noam Parts

Attachment 6

Regulations for DBE certifications

49 CFR
Transportation
Subtitle A
Office of the Secretary of Transportation

**PART 26 -- PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN
DEPARTMENT OF TRANSPORTATION FINANCIAL ASSISTANCE PROGRAMS**

As taken from: The United States Department of Transportation's Office of Small and
Disadvantaged Business Utilization's web page
<http://osdbu.dot.gov/>

Subpart A -- General

26.5 What do the terms in this part mean?

Subpart C -- Goals, Good Faith Efforts, and Counting

26.55 How is DBE participation counted toward goals?

Subpart D -- Certification Standards

26.61 How are burdens of proof allocated in the certification process?

26.63 What rules govern group membership determinations?

26.65 What rules govern business size determinations?

26.67 What rules determine social and economic disadvantage?

26.69 What rules govern determinations of ownership?

26.71 What rules govern determinations concerning control?

26.73 What are other rules affecting certification?

Subpart E -- Certification Procedures

26.81 What are the requirements for Unified Certification Programs?

26.83 What procedures do recipients follow in making certification decisions?

26.84 How do recipients process applications submitted pursuant to the DOT/SBA MOU?

26.85 How do recipients respond to requests from DBE-certified firms or the SBA made pursuant to the DOT/SBA MOU?

26.86 What rules govern recipients' denials of initial requests for certification?

26.87 What procedures does a recipient use to remove a DBE's eligibility?

26.89 What is the process for certification appeals to the Department of Transportation?

26.91 What actions do recipients take following DOT certification appeal decisions?

Subpart F -- Compliance and Enforcement

26.107 What enforcement actions apply to firms participating in the DBE program?

26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

Appendix E to Part 26 -- Individual Determinations of Social and Economic Disadvantage

Authority: 23 U.S.C. 324; 42 U.S.C. 2000d, *et seq.*; 49 U.S.C 1615, 47107, 47113, 47123; Sec. 1101(b), Pub. L. 105-178, 112 Stat. 107, 113.

Source: 64 FR 5126, Feb. 2, 1999, unless otherwise noted.

Subpart A -- General

26.5 What do the terms used in this part mean?

Affiliation has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121.

- (1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:
 - (i) One concern controls or has the power to control the other; or
 - (ii) A third party or parties controls or has the power to control both; or
 - (iii) An identity of interest between or among parties exists such that affiliation may be found.
- (2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the DBE program.

Alaska Native means a citizen of the United States who is a person of one-fourth degree or more Alaskan Indian (including Tsimshian Indians not enrolled in the Metlaktla Indian Community), Eskimo, or Aleut blood, or a combination of those bloodlines. The term includes, in the absence of proof of a minimum blood quantum, any citizen whom a Native village or Native group regards as an Alaska Native if their father or mother is regarded as an Alaska Native.

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*).

Compliance means that a recipient has correctly implemented the requirements of this part.

Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

Contractor means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

Department or *DOT* means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA).

Disadvantaged business enterprise or *DBE* means a for-profit small business concern –

- (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
- (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

DOT-assisted contract means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

DOT/SBA Memorandum of Understanding or *MOU*, refers to the agreement signed on November 23, 1999, between the Department of Transportation (DOT) and the Small Business Administration (SBA) streamlining certification procedures for participation in SBA's 8(a) Business Development (8(a) BD) and Small Disadvantaged Business (SDB) programs, and DOT's Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses.

Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

Immediate family member means father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, or father-in-law.

Indian tribe means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in this section.

Joint venture means an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

Native Hawaiian means any individual whose ancestors were natives, prior to 1778, of the area which now comprises the State of Hawaii.

Native Hawaiian Organization means any community service organization serving Native Hawaiians in the State of Hawaii which is a not-for-profit organization chartered by the State of Hawaii, is controlled by Native Hawaiians, and whose business activities will principally benefit such Native Hawaiians.

Noncompliance means that a recipient has not correctly implemented the requirements of this part.

Operating Administration or *OA* means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

Personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth does not include: The individual's ownership interest in an applicant or participating DBE firm; or the individual's equity in his or her primary place of residence. An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Primary industry classification means the North American Industrial Classification System (NAICS) designation which best describes the primary business of a firm. The NAICS is described in the *North American Industry Classification Manual -- United States, 1997* which is available from the National Technical Information Service, 5285 Port Royal Road, Springfield, VA, 22161; by calling 1 (800) 553-6847; or via the Internet at: <http://www.ntis.gov/product/naics.htm>.

Primary recipient means a recipient which receives DOT financial assistance and passes some or all of it on to another recipient.

Principal place of business means the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for DBE program purposes.

Program means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

Race-conscious measure or program is one that is focused specifically on assisting only DBEs, including women-owned DBEs.

Race-neutral measure or program is one that is, or can be, used to assist all small businesses. For the purposes of this part, *race-neutral* includes gender-neutrality.

Recipient is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

Secretary means the Secretary of Transportation or his/her designee.

Set-aside means a contracting practice restricting eligibility for the competitive award of a contract solely to DBE firms.

Small Business Administration or *SBA* means the United States Small Business Administration.

SBA certified firm refers to firms that have a current, valid certification from or recognized by the SBA under the 8(a) BD or SDB programs.

Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is –

- (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "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;
 - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - (vi) Women;
 - (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Tribally-owned concern means any concern at least 51 percent owned by an Indian tribe as defined in this section.

You refers to a recipient, unless a statement in the text of this part or the context requires otherwise (i.e., *You must do XYZ* means that recipients must do XYZ).

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 68 FR 35553, June 16, 2003]

Subpart C -- Goals, Good Faith Efforts, and Counting

§26.55 How is DBE participation counted toward goals?

(a) When a DBE participates in a contract, you count only the value of the work actually performed by the DBE toward DBE goals.

(1) Count the entire amount of that portion of a construction contract (or other contract not covered by paragraph (a)(2) of this section) that is performed by the DBE's own forces. Include the cost of supplies and materials obtained by the DBE for the work of the contract, including supplies purchased or equipment leased by the DBE (except supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate).

(2) Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided you determine the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

(b) When a DBE performs as a participant in a joint venture, count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the DBE performs with its own forces toward DBE goals.

(c) Count expenditures to a DBE contractor toward DBE goals only if the DBE is performing a commercially useful function on that contract.

(1) A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, you must evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

(2) A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, you must examine similar transactions, particularly those in which DBEs do not participate.

(3) If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, you must presume that it is not performing a commercially useful function.

(4) When a DBE is presumed not to be performing a commercially useful function as provided in paragraph (c)(3) of this section, the DBE may present evidence to rebut this presumption. You may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.

(5) Your decisions on commercially useful function matters are subject to review by the concerned operating administration, but are not administratively appealable to DOT.

(d) Use the following factors in determining whether a DBE trucking company is performing a commercially useful function:

(1) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting DBE goals.

(2) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.

(3) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.

(4) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.

(5) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE lessees not to exceed the value of transportation services provided by DBE-owned trucks on the contract. Additional participation by non-DBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement. If a recipient chooses this approach, it must obtain written consent from the appropriate Department Operating Administration.

Example to this paragraph (d)(5): DBE Firm X uses two of its own trucks on a contract. It leases two trucks from DBE Firm Y and six trucks from non-DBE Firm Z. DBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, DBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

(6) For purposes of this paragraph (d), a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

(e) Count expenditures with DBEs for materials or supplies toward DBE goals as provided in the following:

- (1)
 - (i) If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies toward DBE goals.
 - (ii) For purposes of this paragraph (e)(1), a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2)
 - (i) If the materials or supplies are purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies toward DBE goals.

(ii) For purposes of this section, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

(A) To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

(B) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph (e)(2)(ii) if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

(C) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph (e)(2).

(3) With respect to materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward DBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward DBE goals, however.

(f) If a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, do not count the firm's participation toward any DBE goals, except as provided for in §26.87(i).

(g) Do not count the dollar value of work performed under a contract with a firm after it has ceased to be certified toward your overall goal.

(b) Do not count the participation of a DBE subcontractor toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.
[64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35554, June 16, 2003]

Subpart D -- Certification Standards

§26.61 How are burdens of proof allocated in the certification process?

- (a) In determining whether to certify a firm as eligible to participate as a DBE, you must apply the standards of this subpart.
 - (b) The firm seeking certification has the burden of demonstrating to you, by a preponderance of the evidence, that it meets the requirements of this subpart concerning group membership or individual disadvantage, business size, ownership, and control.
 - (c) You must rebuttably presume that members of the designated groups identified in §26.67(a) are socially and economically disadvantaged. This means they do not have the burden of proving to you that they are socially and economically disadvantaged. In order to obtain the benefit of the rebuttable presumption, individuals must submit a signed, notarized statement that they are a member of one of the groups in §26.67(a). Applicants do have the obligation to provide you information concerning their economic disadvantage (*see* §26.67).
 - (d) Individuals who are not presumed to be socially and economically disadvantaged, and individuals concerning whom the presumption of disadvantage has been rebutted, have the burden of proving to you, by a preponderance of the evidence, that they are socially and economically disadvantaged. (See Appendix E of this part.)
 - (e) You must make determinations concerning whether individuals and firms have met their burden of demonstrating group membership, ownership, control, and social and economic disadvantage (where disadvantage must be demonstrated on an individual basis) by considering all the facts in the record, viewed as a whole.
- [64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35554, June 16, 2003]

§26.63 What rules govern group membership determinations?

- (a)
 - (1) If, after reviewing the signed notarized statement of membership in a presumptively disadvantaged group (*see* §26.61(c)), you have a well founded reason to question the individual's claim of membership in that group, you must require the individual to present additional evidence that he or she is a member of the group.
 - (2) You must provide the individual a written explanation of your reasons for questioning his or her group membership and a written request for additional evidence as outlined in paragraph (b) of this section.
 - (3) In implementing this section, you must take special care to ensure that you do not impose a disproportionate burden on members of any particular designated group. Imposing a disproportionate burden on members of a particular group could violate §26.7(b) and/or Title VI of the Civil Rights Act of 1964 and 49 CFR part 21.
- (b) In making such a determination, you must consider whether the person has held himself out to be a member of the group over a long period of time prior to application for certification and whether the person is regarded as a member of the group by the relevant community. You may require the applicant to produce appropriate documentation of group membership.
 - (1) If you determine that an individual claiming to be a member of a group presumed to be disadvantaged is not a member of a designated disadvantaged group, the individual must demonstrate social and economic disadvantage on an individual basis.
 - (2) Your decisions concerning membership in a designated group are subject to the certification appeals procedure of §26.89.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35554, June 16, 2003]

§26.65 What rules govern business size determinations?

- (a) To be an eligible DBE, a firm (including its affiliates) must be an existing small business, as defined by Small Business Administration (SBA) standards. You must apply current SBA business size standard(s) found in 13 CFR part 121 appropriate to the type(s) of work the firm seeks to perform in DOT-assisted contracts.
- (b) Even if it meets the requirements of paragraph (a) of this section, a firm is not an eligible DBE in any Federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (*see* 13 CFR 121.402), over the firm's previous three fiscal years, in excess of \$17.42 million. The Secretary adjusts this amount for inflation from time to time.

§26.67 What rules determine social and economic disadvantage?

- (a) *Presumption of disadvantage.*

(1) You must rebuttably presume that citizens of the United States (or lawfully admitted permanent residents) who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent Asian Americans, or other minorities found to be disadvantaged by the SBA, are socially and economically disadvantaged individuals. You must require applicants to submit a signed, notarized certification that each presumptively disadvantaged owner is, in fact, socially and economically disadvantaged.

(2) (i) You must require each individual owner of a firm applying to participate as a DBE (except a firm applying to participate as a DBE airport concessionaire) whose ownership and control are relied upon for DBE certification to certify that he or she has a personal net worth that does not exceed \$750,000.

(ii) You must require each individual who makes this certification to support it with a signed, notarized statement of personal net worth, with appropriate supporting documentation. This statement and documentation must not be unduly lengthy, burdensome, or intrusive.

(iii) In determining an individual's net worth, you must observe the following requirements:

(A) Exclude an individual's ownership interest in the applicant firm;

(B) Exclude the individual's equity in his or her primary residence (except any portion of such equity that is attributable to excessive withdrawals from the applicant firm).

(C) Do not use a contingent liability to reduce an individual's net worth.

(D) With respect to assets held in vested pension plans, Individual Retirement Accounts, 401(k) accounts, or other retirement savings or investment programs in which the assets cannot be distributed to the individual at the present time without significant adverse tax or interest consequences, include only the present value of such assets, less the tax and interest penalties that would accrue if the asset were distributed at the present time.

(iv) Notwithstanding any provision of Federal or state law, you must not release an individual's personal net worth statement nor any documentation supporting it to any third party without the written consent of the submitter. *Provided*, that you must transmit this information to DOT in any certification appeal proceeding under §26.89 in which the disadvantaged status of the individual is in question.

(b) *Rebuttal of presumption of disadvantage.*

(1) If the statement of personal net worth that an individual submits under paragraph (a)(2) of this section shows that the individual's personal net worth exceeds \$750,000, the individual's presumption of economic disadvantage is rebutted. You are not required to have a proceeding under paragraph (b)(2) of this section in order to rebut the presumption of economic disadvantage in this case.

(2) If you have a reasonable basis to believe that an individual who is a member of one of the designated groups is not, in fact, socially and/or economically disadvantaged you may, at any time, start a proceeding to determine whether the presumption should be regarded as rebutted with respect to that individual. Your proceeding must follow the procedures of §26.87.

(3) In such a proceeding, you have the burden of demonstrating, by a preponderance of the evidence, that the individual is not socially and economically disadvantaged. You may require the individual to produce information relevant to the determination of his or her disadvantage.

(4) When an individual's presumption of social and/or economic disadvantage has been rebutted, his or her ownership and control of the firm in question cannot be used for purposes of DBE eligibility under this subpart unless and until he or she makes an individual showing of social and/or economic disadvantage. If the basis for rebutting the presumption is a determination that the individual's personal net worth exceeds \$750,000, the individual is no longer eligible for participation in the program and cannot regain eligibility by making an individual showing of disadvantage.

(c) [Reserved]

(d) *Individual determinations of social and economic disadvantage.* Firms owned and controlled by individuals who are not presumed to be socially and economically disadvantaged (including individuals whose presumed disadvantage has been rebutted) may apply for DBE certification. You must make a case-by-case determination of whether each individual whose ownership and control are relied upon for DBE certification is socially and economically disadvantaged. In such a proceeding, the applicant firm has the burden of demonstrating to you, by a preponderance of the evidence, that the individuals who own and control it are socially and economically disadvantaged. An individual whose personal net worth exceeds \$750,000 shall not be deemed to be economically

disadvantaged. In making these determinations, use the guidance found in Appendix E of this part. You must require that applicants provide sufficient information to permit determinations under the guidance of Appendix E of this part.

[64 FR 5126, Feb. 2, 1999, as amended at 64 FR 34570, June 28, 1999; 68 FR 35554, June 16, 2003]

§26.69 What rules govern determinations of ownership?

- (a) In determining whether the socially and economically disadvantaged participants in a firm own the firm, you must consider all the facts in the record, viewed as a whole.
- (b) To be an eligible DBE, a firm must be at least 51 percent owned by socially and economically disadvantaged individuals.
 - (1) In the case of a corporation, such individuals must own at least 51 percent of the each class of voting stock outstanding and 51 percent of the aggregate of all stock outstanding.
 - (2) In the case of a partnership, 51 percent of each class of partnership interest must be owned by socially and economically disadvantaged individuals. Such ownership must be reflected in the firm's partnership agreement.
 - (3) In the case of a limited liability company, at least 51 percent of each class of member interest must be owned by socially and economically disadvantaged individuals.
- (c) The firm's ownership by socially and economically disadvantaged individuals must be real, substantial, and continuing, going beyond pro forma ownership of the firm as reflected in ownership documents. The disadvantaged owners must enjoy the customary incidents of ownership, and share in the risks and profits commensurate with their ownership interests, as demonstrated by the substance, not merely the form, of arrangements.
- (d) All securities that constitute ownership of a firm shall be held directly by disadvantaged persons. Except as provided in this paragraph (d), no securities or assets held in trust, or by any guardian for a minor, are considered as held by disadvantaged persons in determining the ownership of a firm. However, securities or assets held in trust are regarded as held by a disadvantaged individual for purposes of determining ownership of the firm, if --
 - (1) The beneficial owner of securities or assets held in trust is a disadvantaged individual, and the trustee is the same or another such individual; or
 - (2) The beneficial owner of a trust is a disadvantaged individual who, rather than the trustee, exercises effective control over the management, policy-making, and daily operational activities of the firm. Assets held in a revocable living trust may be counted only in the situation where the same disadvantaged individual is the sole grantor, beneficiary, and trustee.
- (e) The contributions of capital or expertise by the socially and economically disadvantaged owners to acquire their ownership interests must be real and substantial. Examples of insufficient contributions include a promise to contribute capital, an unsecured note payable to the firm or an owner who is not a disadvantaged individual, or mere participation in a firm's activities as an employee. Debt instruments from financial institutions or other organizations that lend funds in the normal course of their business do not render a firm ineligible, even if the debtor's ownership interest is security for the loan.
- (f) The following requirements apply to situations in which expertise is relied upon as part of a disadvantaged owner's contribution to acquire ownership:
 - (1) The owner's expertise must be --
 - (i) In a specialized field;
 - (ii) Of outstanding quality;
 - (iii) In areas critical to the firm's operations;
 - (iv) Indispensable to the firm's potential success;
 - (v) Specific to the type of work the firm performs; and
 - (vi) Documented in the records of the firm. These records must clearly show the contribution of expertise and its value to the firm.
 - (2) The individual whose expertise is relied upon must have a significant financial investment in the firm.
- (g) You must always deem as held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual
 - (1) As the result of a final property settlement or court order in a divorce or legal separation, provided that no term or condition of the agreement or divorce decree is inconsistent with this section; or
 - (2) Through inheritance, or otherwise because of the death of the former owner.

- (h) (1) You must presume as not being held by a socially and economically disadvantaged individual, for purposes of determining ownership, all interests in a business or other assets obtained by the individual as the result of a gift, or transfer without adequate consideration, from any non-disadvantaged individual or non-DBE firm who is --
 - (i) Involved in the same firm for which the individual is seeking certification, or an affiliate of that firm;
 - (ii) Involved in the same or a similar line of business; or
 - (iii) Engaged in an ongoing business relationship with the firm, or an affiliate of the firm, for which the individual is seeking certification.
- (2) To overcome this presumption and permit the interests or assets to be counted, the disadvantaged individual must demonstrate to you, by clear and convincing evidence, that --
 - (i) The gift or transfer to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and
 - (ii) The disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a non-disadvantaged individual who provided the gift or transfer.
- (i) You must apply the following rules in situations in which marital assets form a basis for ownership of a firm:
 - (1) When marital assets (other than the assets of the business in question), held jointly or as community property by both spouses, are used to acquire the ownership interest asserted by one spouse, you must deem the ownership interest in the firm to have been acquired by that spouse with his or her own individual resources, provided that the other spouse irrevocably renounces and transfers all rights in the ownership interest in the manner sanctioned by the laws of the state in which either spouse or the firm is domiciled. You do not count a greater portion of joint or community property assets toward ownership than state law would recognize as belonging to the socially and economically disadvantaged owner of the applicant firm.
 - (2) A copy of the document legally transferring and renouncing the other spouse's rights in the jointly owned or community assets used to acquire an ownership interest in the firm must be included as part of the firm's application for DBE certification.
- (j) You may consider the following factors in determining the ownership of a firm. However, you must not regard a contribution of capital as failing to be real and substantial, or find a firm ineligible, solely because --
 - (1) A socially and economically disadvantaged individual acquired his or her ownership interest as the result of a gift, or transfer without adequate consideration, other than the types set forth in paragraph (h) of this section;
 - (2) There is a provision for the co-signature of a spouse who is not a socially and economically disadvantaged individual on financing agreements, contracts for the purchase or sale of real or personal property, bank signature cards, or other documents; or
 - (3) Ownership of the firm in question or its assets is transferred for adequate consideration from a spouse who is not a socially and economically disadvantaged individual to a spouse who is such an individual. In this case, you must give particularly close and careful scrutiny to the ownership and control of a firm to ensure that it is owned and controlled, in substance as well as in form, by a socially and economically disadvantaged individual.

§26.71 What rules govern determinations concerning control?

- (a) In determining whether socially and economically disadvantaged owners control a firm, you must consider all the facts in the record, viewed as a whole.
- (b) Only an independent business may be certified as a DBE. An independent business is one the viability of which does not depend on its relationship with another firm or firms.
 - (1) In determining whether a potential DBE is an independent business, you must scrutinize relationships with non-DBE firms, in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources.
 - (2) You must consider whether present or recent employer/employee relationships between the disadvantaged owner(s) of the potential DBE and non-DBE firms or persons associated with non-DBE firms compromise the independence of the potential DBE firm.

- (3) You must examine the firm's relationships with prime contractors to determine whether a pattern of exclusive or primary dealings with a prime contractor compromises the independence of the potential DBE firm.
 - (4) In considering factors related to the independence of a potential DBE firm, you must consider the consistency of relationships between the potential DBE and non-DBE firms with normal industry practice.
- (c) A DBE firm must not be subject to any formal or informal restrictions which limit the customary discretion of the socially and economically disadvantaged owners. There can be no restrictions through corporate charter provisions, by-law provisions, contracts or any other formal or informal devices (e.g., cumulative voting rights, voting powers attached to different classes of stock, employment contracts, requirements for concurrence by non-disadvantaged partners, conditions precedent or subsequent, executory agreements, voting trusts, restrictions on or assignments of voting rights) that prevent the socially and economically disadvantaged owners, without the cooperation or vote of any non-disadvantaged individual, from making any business decision of the firm. This paragraph does not preclude a spousal co-signature on documents as provided for in §26.69(j)(2).
- (d) The socially and economically disadvantaged owners must possess the power to direct or cause the direction of the management and policies of the firm and to make day-to-day as well as long-term decisions on matters of management, policy and operations.
- (1) A disadvantaged owner must hold the highest officer position in the company (e.g., chief executive officer or president).
 - (2) In a corporation, disadvantaged owners must control the board of directors.
 - (3) In a partnership, one or more disadvantaged owners must serve as general partners, with control over all partnership decisions.
- (e) Individuals who are not socially and economically disadvantaged may be involved in a DBE firm as owners, managers, employees, stockholders, officers, and/or directors. Such individuals must not, however, possess or exercise the power to control the firm, or be disproportionately responsible for the operation of the firm.
- (f) The socially and economically disadvantaged owners of the firm may delegate various areas of the management, policymaking, or daily operations of the firm to other participants in the firm, regardless of whether these participants are socially and economically disadvantaged individuals. Such delegations of authority must be revocable, and the socially and economically disadvantaged owners must retain the power to hire and fire any person to whom such authority is delegated. The managerial role of the socially and economically disadvantaged owners in the firm's overall affairs must be such that the recipient can reasonably conclude that the socially and economically disadvantaged owners actually exercise control over the firm's operations, management, and policy.
- (g) The socially and economically disadvantaged owners must have an overall understanding of, and managerial and technical competence and experience directly related to, the type of business in which the firm is engaged and the firm's operations. The socially and economically disadvantaged owners are not required to have experience or expertise in every critical area of the firm's operations, or to have greater experience or expertise in a given field than managers or key employees. The socially and economically disadvantaged owners must have the ability to intelligently and critically evaluate information presented by other participants in the firm's activities and to use this information to make independent decisions concerning the firm's daily operations, management, and policymaking. Generally, expertise limited to office management, administration, or bookkeeping functions unrelated to the principal business activities of the firm is insufficient to demonstrate control.
- (h) If state or local law requires the persons to have a particular license or other credential in order to own and/or control a certain type of firm, then the socially and economically disadvantaged persons who own and control a potential DBE firm of that type must possess the required license or credential. If state or local law does not require such a person to have such a license or credential to own and/or control a firm, you must not deny certification solely on the ground that the person lacks the license or credential. However, you may take into account the absence of the license or credential as one factor in determining whether the socially and economically disadvantaged owners actually control the firm.
- (i) (1) You may consider differences in remuneration between the socially and economically disadvantaged owners and other participants in the firm in determining whether to certify a firm as a DBE. Such consideration shall be in the context of the duties of the persons involved, normal industry practices, the firm's policy and practice concerning reinvestment of income, and any other explanations for the differences proffered by the firm. You may determine that a firm is controlled by its socially and economically disadvantaged owner although that owner's remuneration is lower than that of some other participants in the firm.

- (2) In a case where a non-disadvantaged individual formerly controlled the firm, and a socially and economically disadvantaged individual now controls it, you may consider a difference between the remuneration of the former and current controller of the firm as a factor in determining who controls the firm, particularly when the non-disadvantaged individual remains involved with the firm and continues to receive greater compensation than the disadvantaged individual.
- (j) In order to be viewed as controlling a firm, a socially and economically disadvantaged owner cannot engage in outside employment or other business interests that conflict with the management of the firm or prevent the individual from devoting sufficient time and attention to the affairs of the firm to control its activities. For example, absentee ownership of a business and part-time work in a full-time firm are not viewed as constituting control. However, an individual could be viewed as controlling a part-time business that operates only on evenings and/or weekends, if the individual controls it all the time it is operating.
- (k) (1) A socially and economically disadvantaged individual may control a firm even though one or more of the individual's immediate family members (who themselves are not socially and economically disadvantaged individuals) participate in the firm as a manager, employee, owner, or in another capacity. Except as otherwise provided in this paragraph, you must make a judgment about the control the socially and economically disadvantaged owner exercises vis-a-vis other persons involved in the business as you do in other situations, without regard to whether or not the other persons are immediate family members.
 (2) If you cannot determine that the socially and economically disadvantaged owners -- as distinct from the family as a whole -- control the firm, then the socially and economically disadvantaged owners have failed to carry their burden of proof concerning control, even though they may participate significantly in the firm's activities.
- (l) Where a firm was formerly owned and/or controlled by a non-disadvantaged individual (whether or not an immediate family member), ownership and/or control were transferred to a socially and economically disadvantaged individual, and the non-disadvantaged individual remains involved with the firm in any capacity, the disadvantaged individual now owning the firm must demonstrate to you, by clear and convincing evidence, that:
- (1) The transfer of ownership and/or control to the disadvantaged individual was made for reasons other than obtaining certification as a DBE; and
 - (2) The disadvantaged individual actually controls the management, policy, and operations of the firm, notwithstanding the continuing participation of a non-disadvantaged individual who formerly owned and/or controlled the firm.
- (m) In determining whether a firm is controlled by its socially and economically disadvantaged owners, you may consider whether the firm owns equipment necessary to perform its work. However, you must not determine that a firm is not controlled by socially and economically disadvantaged individuals solely because the firm leases, rather than owns, such equipment, where leasing equipment is a normal industry practice and the lease does not involve a relationship with a prime contractor or other party that compromises the independence of the firm.
- (n) You must grant certification to a firm only for specific types of work in which the socially and economically disadvantaged owners have the ability to control the firm. To become certified in an additional type of work, the firm need demonstrate to you only that its socially and economically disadvantaged owners are able to control the firm with respect to that type of work. You may not, in this situation, require that the firm be recertified or submit a new application for certification, but you must verify the disadvantaged owner's control of the firm in the additional type of work.
- (o) A business operating under a franchise or license agreement may be certified if it meets the standards in this subpart and the franchiser or licensor is not affiliated with the franchisee or licensee. In determining whether affiliation exists, you should generally not consider the restraints relating to standardized quality, advertising, accounting format, and other provisions imposed on the franchisee or licensee by the franchise agreement or license, provided that the franchisee or licensee has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee or licensee may not be controlled by virtue of such provisions in the franchise agreement or license, affiliation could arise through other means, such as common management or excessive restrictions on the sale or transfer of the franchise interest or license.
- (p) In order for a partnership to be controlled by socially and economically disadvantaged individuals, any non-disadvantaged partners must not have the power, without the specific written concurrence of the socially and economically disadvantaged partner(s), to contractually bind the partnership or subject the partnership to contract or tort liability.

(q) The socially and economically disadvantaged individuals controlling a firm may use an employee leasing company. The use of such a company does not preclude the socially and economically disadvantaged individuals from controlling their firm if they continue to maintain an employer-employee relationship with the leased employees. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the employees, as well as ultimate responsibility for wage and tax obligations related to the employees.

§26.73 What are other rules affecting certification?

- (a) (1) Consideration of whether a firm performs a commercially useful function or is a regular dealer pertains solely to counting toward DBE goals the participation of firms that have already been certified as DBEs. Except as provided in paragraph (a)(2) of this section, you must not consider commercially useful function issues in any way in making decisions about whether to certify a firm as a DBE.
- (2) You may consider, in making certification decisions, whether a firm has exhibited a pattern of conduct indicating its involvement in attempts to evade or subvert the intent or requirements of the DBE program.
- (b) You must evaluate the eligibility of a firm on the basis of present circumstances. You must not refuse to certify a firm based solely on historical information indicating a lack of ownership or control of the firm by socially and economically disadvantaged individuals at some time in the past, if the firm currently meets the ownership and control standards of this part. Nor must you refuse to certify a firm solely on the basis that it is a newly formed firm.
- (c) DBE firms and firms seeking DBE certification shall cooperate fully with your requests (and DOT requests) for information relevant to the certification process. Failure or refusal to provide such information is a ground for a denial or removal of certification.
- (d) Only firms organized for profit may be eligible DBEs. Not-for-profit organizations, even though controlled by socially and economically disadvantaged individuals, are not eligible to be certified as DBEs.
- (e) An eligible DBE firm must be owned by individuals who are socially and economically disadvantaged. Except as provided in this paragraph, a firm that is not owned by such individuals, but instead is owned by another firm -- even a DBE firm -- cannot be an eligible DBE.
- (1) If socially and economically disadvantaged individuals own and control a firm through a parent or holding company, established for tax, capitalization or other purposes consistent with industry practice, and the parent or holding company in turn owns and controls an operating subsidiary, you may certify the subsidiary if it otherwise meets all requirements of this subpart. In this situation, the individual owners and controllers of the parent or holding company are deemed to control the subsidiary through the parent or holding company.
- (2) You may certify such a subsidiary only if there is cumulatively 51 percent ownership of the subsidiary by socially and economically disadvantaged individuals. The following examples illustrate how this cumulative ownership provision works:
- Example 1:* Socially and economically disadvantaged individuals own 100 percent of a holding company, which has a wholly-owned subsidiary. The subsidiary may be certified, if it meets all other requirements.
- Example 2:* Disadvantaged individuals own 100 percent of the holding company, which owns 51 percent of a subsidiary. The subsidiary may be certified, if all other requirements are met.
- Example 3:* Disadvantaged individuals own 80 percent of the holding company, which in turn owns 70 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by disadvantaged individuals is 56 percent (80 percent of the 70 percent). This is more than 51 percent, so you may certify the subsidiary, if all other requirements are met.
- Example 4:* Same as Example 2 or 3, but someone other than the socially and economically disadvantaged owners of the parent or holding company controls the subsidiary. Even though the subsidiary is owned by disadvantaged individuals, through the holding or parent company, you cannot certify it because it fails to meet control requirements.
- Example 5:* Disadvantaged individuals own 60 percent of the holding company, which in turn owns 51 percent of a subsidiary. In this case, the cumulative ownership of the subsidiary by disadvantaged individuals is about 31 percent. This is less than 51 percent, so you cannot certify the subsidiary.
- Example 6:* The holding company, in addition to the subsidiary seeking certification, owns several other companies. The combined gross receipts of the holding companies and its subsidiaries are greater than the size standard for the subsidiary seeking certification and/or the gross receipts cap of §26.65(b). Under the rules concerning affiliation, the subsidiary fails to meet the size standard and cannot be certified.

(f) Recognition of a business as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is an independent business, owned and controlled by socially and economically disadvantaged individuals.

(g) You must not require a DBE firm to be prequalified as a condition for certification unless the recipient requires all firms that participate in its contracts and subcontracts to be prequalified.

(h) A firm that is owned by an Indian tribe or Native Hawaiian organization, rather than by Indians or Native Hawaiians as individuals, may be eligible for certification. Such a firm must meet the size standards of §26.35. Such a firm must be controlled by socially and economically disadvantaged individuals, as provided in §26.71.

(i) The following special rules apply to the certification of firms related to Alaska Native Corporations (ANCs).

(1) Notwithstanding any other provisions of this subpart, a direct or indirect subsidiary corporation, joint venture, or partnership entity of an ANC is eligible for certification as a DBE if it meets all of the following requirements:

(i) The Settlement Common Stock of the underlying ANC and other stock of the ANC held by holders of the Settlement Common Stock and by Natives and descendants of Natives represents a majority of both the total equity of the ANC and the total voting power of the corporation for purposes of electing directors;

(ii) The shares of stock or other units of common ownership interest in the subsidiary, joint venture, or partnership entity held by the ANC and by holders of its Settlement Common Stock represent a majority of both the total equity of the entity and the total voting power of the entity for the purpose of electing directors, the general partner, or principal officers; and

(iii) The subsidiary, joint venture, or partnership entity has been certified by the Small Business Administration under the 8(a) or small disadvantaged business program.

(2) As a recipient to whom an ANC-related entity applies for certification, you do not use the DOT uniform application form (*see* Appendix F of this part). You must obtain from the firm documentation sufficient to demonstrate that entity meets the requirements of paragraph (i)(1) of this section. You must also obtain sufficient information about the firm to allow you to administer your program (*e.g.*, information that would appear in your DBE Directory).

(3) If an ANC-related firm does not meet all the conditions of paragraph (i)(1) of this section, then it must meet the requirements of paragraph (h) of this section in order to be certified, on the same basis as firms owned by Indian Tribes or Native Hawaiian Organizations.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35555, June 16, 2003]

Subpart E -- Certification Procedures

§26.81 What are the requirements for Unified Certification Programs?

- (a) You and all other DOT recipients in your state must participate in a Unified Certification Program (UCP).
- (1) Within three years of March 4, 1999, you and the other recipients in your state must sign an agreement establishing the UCP for that state and submit the agreement to the Secretary for approval. The Secretary may, on the basis of extenuating circumstances shown by the recipients in the state, extend this deadline for no more than one additional year.
 - (2) The agreement must provide for the establishment of a UCP meeting all the requirements of this section. The agreement must specify that the UCP will follow all certification procedures and standards of this part, on the same basis as recipients; that the UCP shall cooperate fully with oversight, review, and monitoring activities of DOT and its operating administrations; and that the UCP shall implement DOT directives and guidance concerning certification matters. The agreement shall also commit recipients to ensuring that the UCP has sufficient resources and expertise to carry out the requirements of this part. The agreement shall include an implementation schedule ensuring that the UCP is fully operational no later than 18 months following the approval of the agreement by the Secretary.
 - (3) Subject to approval by the Secretary, the UCP in each state may take any form acceptable to the recipients in that state.
 - (4) The Secretary shall review the UCP and approve it, disapprove it, or remand it to the recipients in the state for revisions. A complete agreement which is not disapproved or remanded within 180 days of its receipt is deemed to be accepted.
 - (5) If you and the other recipients in your state fail to meet the deadlines set forth in this paragraph (a), you shall have the opportunity to make an explanation to the Secretary why a deadline could not be met and why meeting the deadline was beyond your control. If you fail to make such an explanation, or the explanation does not justify the failure to meet the deadline, the Secretary shall direct you to complete the required action by a certain date. If you and the other recipients fail to carry out this direction in a timely manner, you are collectively in noncompliance with this part.
- (b) The UCP shall make all certification decisions on behalf of all DOT recipients in the state with respect to participation in the DOT DBE Program.
- (1) Certification decisions by the UCP shall be binding on all DOT recipients within the state.
 - (2) The UCP shall provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all recipients in the state.
 - (3) All obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and recipients may use only UCPs that comply with the certification and nondiscrimination requirements of this part.
- (c) All certifications by UCPs shall be pre-certifications; i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE.
- (d) A UCP is not required to process an application for certification from a firm having its principal place of business outside the state if the firm is not certified by the UCP in the state in which it maintains its principal place of business. The "home state" UCP shall share its information and documents concerning the firm with other UCPs that are considering the firm's application.
- (e) Subject to DOT approval as provided in this section, the recipients in two or more states may form a regional UCP. UCPs may also enter into written reciprocity agreements with other UCPs. Such an agreement shall outline the specific responsibilities of each participant. A UCP may accept the certification of any other UCP or DOT recipient.
- (f) Pending the establishment of UCPs meeting the requirements of this section, you may enter into agreements with other recipients, on a regional or inter-jurisdictional basis, to perform certification functions required by this part. You may also grant reciprocity to other recipient's certification decisions.
- (g) Each UCP shall maintain a unified DBE directory containing, for all firms certified by the UCP (including those from other states certified under the provisions of this section), the information required by §26.31. The UCP shall make the directory available to the public electronically, on the internet, as well as in print. The UCP shall update the electronic version of the directory by including additions, deletions, and other changes as soon as they are made.
- (h) Except as otherwise specified in this section, all provisions of this subpart and subpart D of this part pertaining to recipients also apply to UCPs.

§26.83 What procedures do recipients follow in making certification decisions?

- (a) You must ensure that only firms certified as eligible DBEs under this section participate as DBEs in your program.
- (b) You must determine the eligibility of firms as DBEs consistent with the standards of subpart D of this part. When a UCP is formed, the UCP must meet all the requirements of subpart D of this part and this subpart that recipients are required to meet.
- (c) You must take all the following steps in determining whether a DBE firm meets the standards of subpart D of this part:
- (1) Perform an on-site visit to the offices of the firm. You must interview the principal officers of the firm and review their resumes and/or work histories. You must also perform an on-site visit to job sites if there are such sites on which the firm is working at the time of the eligibility investigation in your jurisdiction or local area. You may rely upon the site visit report of any other recipient with respect to a firm applying for certification;
 - (2) If the firm is a corporation, analyze the ownership of stock in the firm;
 - (3) Analyze the bonding and financial capacity of the firm;
 - (4) Determine the work history of the firm, including contracts it has received and work it has completed;
 - (5) Obtain a statement from the firm of the type of work it prefers to perform as part of the DBE program and its preferred locations for performing the work, if any;
 - (6) Obtain or compile a list of the equipment owned by or available to the firm and the licenses the firm and its key personnel possess to perform the work it seeks to do as part of the DBE program;
 - (7) Require potential DBEs to complete and submit an appropriate application form, unless the potential DBE is an SBA certified firm applying pursuant to the DOT/SBA MOU.
 - (i) You must use the application form provided in Appendix F to this part without change or revision. However, you may provide in your DBE program, with the approval of the concerned operating administration, for supplementing the form by requesting additional information not inconsistent with this part.
 - (ii) You must make sure that the applicant attests to the accuracy and truthfulness of the information on the application form. This shall be done either in the form of an affidavit sworn to by the applicant before a person who is authorized by state law to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the laws of the United States.
 - (iii) You must review all information on the form prior to making a decision about the eligibility of the firm.
- (d) When another recipient, in connection with its consideration of the eligibility of a firm, makes a written request for certification information you have obtained about that firm (e.g., including application materials or the report of a site visit, if you have made one to the firm), you must promptly make the information available to the other recipient.
- (e) When another DOT recipient has certified a firm, you have discretion to take any of the following actions:
- (1) Certify the firm in reliance on the certification decision of the other recipient;
 - (2) Make an independent certification decision based on documentation provided by the other recipient, augmented by any additional information you require the applicant to provide; or
 - (3) Require the applicant to go through your application process without regard to the action of the other recipient.
- (f) Subject to the approval of the concerned operating administration as part of your DBE program, you may impose a reasonable application fee for certification. Fee waivers shall be made in appropriate cases.
- (g) You must safeguard from disclosure to unauthorized persons information gathered as part of the certification process that may reasonably be regarded as proprietary or other confidential business information, consistent with applicable Federal, state, and local law.
- (h) Once you have certified a DBE, it shall remain certified for a period of at least three years unless and until its certification has been removed through the procedures of §26.87. You may not require DBEs to reapply for certification as a condition of continuing to participate in the program during this three-year period, unless the factual basis on which the certification was made changes.
- (i) If you are a DBE, you must inform the recipient or UCP in writing of any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material change in the information provided in your application form.

- (1) Changes in management responsibility among members of a limited liability company are covered by this requirement.
- (2) You must attach supporting documentation describing in detail the nature of such changes.
- (3) The notice must take the form of an affidavit sworn to by the applicant before a person who is authorized by state law to administer oaths or of an unsworn declaration executed under penalty of perjury of the laws of the United States. You must provide the written notification within 30 days of the occurrence of the change. If you fail to make timely notification of such a change, you will be deemed to have failed to cooperate under §26.109(c).

(j) If you are a DBE, you must provide to the recipient, every year on the anniversary of the date of your certification, an affidavit sworn to by the firm's owners before a person who is authorized by state law to administer oaths or an unsworn declaration executed under penalty of perjury of the laws of the United States. This affidavit must affirm that there have been no changes in the firm's circumstances affecting its ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material changes in the information provided in its application form, except for changes about which you have notified the recipient under paragraph (i) of this section. The affidavit shall specifically affirm that your firm continues to meet SBA business size criteria and the overall gross receipts cap of this part, documenting this affirmation with supporting documentation of your firm's size and gross receipts. If you fail to provide this affidavit in a timely manner, you will be deemed to have failed to cooperate under §26.109(c).

(k) If you are a recipient, you must make decisions on applications for certification within 90 days of receiving from the applicant firm all information required under this part. You may extend this time period once, for no more than an additional 60 days, upon written notice to the firm, explaining fully and specifically the reasons for the extension. You may establish a different time frame in your DBE program, upon a showing that this time frame is not feasible, and subject to the approval of the concerned operating administration. Your failure to make a decision by the applicable deadline under this paragraph is deemed a constructive denial of the application, on the basis of which the firm may appeal to DOT under §26.89.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35555, June 16, 2003]

§26.84 How do recipients process applications submitted pursuant to the DOT/SBA MOU?

(a) When an SBA-certified firm applies for certification pursuant to the DOT/SBA MOU, you must accept the certification applications, forms and packages submitted by a firm to the SBA for either the 8(a) BD or SDB programs, in lieu of requiring the applicant firm to complete your own application forms and packages. The applicant may submit the package directly, or may request that the SBA forward the package to you. Pursuant to the MOU, the SBA will forward the package within thirty days.

(b) If necessary, you may request additional relevant information from the SBA. The SBA will provide this additional material within forty-five days of your written request.

(c) Before certifying a firm based on its 8(a) BD or SDB certification, you must conduct an on-site review of the firm (*see* §26.83(c)(1)). If the SBA conducted an on-site review, you may rely on the SBA's report of the on-site review. In connection with this review, you may also request additional relevant information from the firm.

(d) Unless you determine, based on the on-site review and information obtained in connection with it, that the firm does not meet the eligibility requirements of Subpart D of this part, you must certify the firm.

(e) You are not required to process an application for certification from an SBA-certified firm having its principal place of business outside the state(s) in which you operate unless there is a report of a "home state" on-site review on which you may rely.

(f) You are not required to process an application for certification from an SBA-certified firm if the firm does not provide products or services that you use in your DOT-assisted programs or airport concessions.

[68 FR 35555, June 16, 2003]

§26.85 How do recipients respond to requests from DBE-certified firms or the SBA made pursuant to the DOT/SBA MOU?

(a) Upon receipt of a signed, written request from a DBE-certified firm, you must transfer to the SBA a copy of the firm's application package. You must transfer this information within thirty days of receipt of the request.

(b) If necessary, the SBA may make a written request to the recipient for additional materials (*e.g.*, the report of the on-site review). You must provide a copy of this material to the SBA within forty-five days of the additional request.

(c) You must provide appropriate assistance to SBA-certified firms, including providing information pertaining to the DBE application process, filing locations, required documentation and status of applications.
[68 FR 35555, June 16, 2003]

§26.86 What rules govern recipients' denials of initial requests for certification?

- (a) When you deny a request by a firm, which is not currently certified with you, to be certified as a DBE, you must provide the firm a written explanation of the reasons for the denial, specifically referencing the evidence in the record that supports each reason for the denial. All documents and other information on which the denial is based must be made available to the applicant, on request.
- (b) When you deny DBE certification to a firm certified by the SBA, you must notify the SBA in writing. The notification must include the reason for denial.
- (c) When a firm is denied certification, you must establish a time period of no more than twelve months that must elapse before the firm may reapply to the recipient for certification. You may provide, in your DBE program, subject to approval by the concerned operating administration, a shorter waiting period for reapplication. The time period for reapplication begins to run on the date the explanation required by paragraph (a) of this section is received by the firm.
- (d) When you make an administratively final denial of certification concerning a firm, the firm may appeal the denial to the Department under §26.89.
[64 FR 5126, Feb. 2, 1999. Redesignated and amended at 68 FR 35555, June 16, 2003]

§26.87 What procedures does a recipient use to remove a DBE's eligibility?

(a) Ineligibility complaints.

- (1) Any person may file with you a written complaint alleging that a currently-certified firm is ineligible and specifying the alleged reasons why the firm is ineligible. You are not required to accept a general allegation that a firm is ineligible or an anonymous complaint. The complaint may include any information or arguments supporting the complainant's assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities must be protected as provided in §26.109(b).
- (2) You must review your records concerning the firm, any material provided by the firm and the complainant, and other available information. You may request additional information from the firm or conduct any other investigation that you deem necessary.
- (3) If you determine, based on this review, that there is reasonable cause to believe that the firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. If you determine that such reasonable cause does not exist, you must notify the complainant and the firm in writing of this determination and the reasons for it. All statements of reasons for findings on the issue of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(b) Recipient-initiated proceedings. If, based on notification by the firm of a change in its circumstances or other information that comes to your attention, you determine that there is reasonable cause to believe that a currently certified firm is ineligible, you must provide written notice to the firm that you propose to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause must specifically reference the evidence in the record on which each reason is based.

(c) DOT directive to initiate proceeding.

- (1) If the concerned operating administration determines that information in your certification records, or other information available to the concerned operating administration, provides reasonable cause to believe that a firm you certified does not meet the eligibility criteria of this part, the concerned operating administration may direct you to initiate a proceeding to remove the firm's certification.
- (2) The concerned operating administration must provide you and the firm a notice setting forth the reasons for the directive, including any relevant documentation or other information.
- (3) You must immediately commence and prosecute a proceeding to remove eligibility as provided by paragraph (b) of this section.

(d) Hearing. When you notify a firm that there is reasonable cause to remove its eligibility, as provided in paragraph (a), (b), or (c) of this section, you must give the firm an opportunity for an informal hearing, at which the firm may respond to the reasons for the proposal to remove its eligibility in person and provide information and arguments concerning why it should remain certified.

- (1) In such a proceeding, you bear the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards of this part.
 - (2) You must maintain a complete record of the hearing, by any means acceptable under state law for the retention of a verbatim record of an administrative hearing. If there is an appeal to DOT under §26.89, you must provide a transcript of the hearing to DOT and, on request, to the firm. You must retain the original record of the hearing. You may charge the firm only for the cost of copying the record.
 - (3) The firm may elect to present information and arguments in writing, without going to a hearing. In such a situation, you bear the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards, as you would during a hearing.
- (e) *Separation of functions.* You must ensure that the decision in a proceeding to remove a firm's eligibility is made by an office and personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions.
- (1) Your method of implementing this requirement must be made part of your DBE program.
 - (2) The decision maker must be an individual who is knowledgeable about the certification requirements of your DBE program and this part.
 - (3) Before a UCP is operational in its state, a small airport or small transit authority (i.e., an airport or transit authority serving an area with less than 250,000 population) is required to meet this requirement only to the extent feasible.
- (f) *Grounds for decision.* You must not base a decision to remove eligibility on a reinterpretation or changed opinion of information available to the recipient at the time of its certification of the firm. You may base such a decision only on one or more of the following:
- (1) Changes in the firm's circumstances since the certification of the firm by the recipient that render the firm unable to meet the eligibility standards of this part;
 - (2) Information or evidence not available to you at the time the firm was certified;
 - (3) Information that was concealed or misrepresented by the firm in previous certification actions by a recipient;
 - (4) A change in the certification standards or requirements of the Department since you certified the firm; or
 - (5) A documented finding that your determination to certify the firm was factually erroneous.
- (g) *Notice of decision.* Following your decision, you must provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice must inform the firm of the consequences of your decision and of the availability of an appeal to the Department of Transportation under §26.89. You must send copies of the notice to the complainant in an ineligibility complaint or the concerned operating administration that had directed you to initiate the proceeding.
- (h) When you decertify a DBE firm certified by the SBA, you must notify the SBA in writing. The notification must include the reason for denial.
- (i) *Status of firm during proceeding.*
- (1) A firm remains an eligible DBE during the pendency of your proceeding to remove its eligibility.
 - (2) The firm does not become ineligible until the issuance of the notice provided for in paragraph (g) of this section.
- (j) *Effects of removal of eligibility.* When you remove a firm's eligibility, you must take the following action:
- (1) When a prime contractor has made a commitment to using the ineligible firm, or you have made a commitment to using a DBE prime contractor, but a subcontract or contract has not been executed before you issue the decertification notice provided for in paragraph (g) of this section, the ineligible firm does not count toward the contract goal or overall goal. You must direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to you that it has made a good faith effort to do so.
 - (2) If a prime contractor has executed a subcontract with the firm before you have notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit toward its DBE goal for the firm's work. In this case, or in a case where you have let a prime contract to the DBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after you issued the notice of its ineligibility shall not count toward your overall goal, but may count toward the contract goal.

(3) *Exception:* If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, you may continue to count its participation on that contract toward overall and contract goals.

(k) *Availability of appeal.* When you make an administratively final removal of a firm's eligibility under this section, the firm may appeal the removal to the Department under §26.89.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003]

§26.89 What is the process for certification appeals to the Department of Transportation?

(a) (1) If you are a firm that is denied certification or whose eligibility is removed by a recipient, including SBA-certified firms applying pursuant to the DOT/SBA MOU, you may make an administrative appeal to the Department.

(2) If you are a complainant in an ineligibility complaint to a recipient (including the concerned operating administration in the circumstances provided in §26.87(c)), you may appeal to the Department if the recipient does not find reasonable cause to propose removing the firm's eligibility or, following a removal of eligibility proceeding, determines that the firm is eligible.

(3) Send appeals to the following address: Department of Transportation, Office of Civil Rights, 400 7th Street, SW, Room 5414, Washington, DC 20590.

(b) Pending the Department's decision in the matter, the recipient's decision remains in effect. The Department does not stay the effect of the recipient's decision while it is considering an appeal.

(c) If you want to file an appeal, you must send a letter to the Department within 90 days of the date of the recipient's final decision, including information and arguments concerning why the recipient's decision should be reversed. The Department may accept an appeal filed later than 90 days after the date of the decision if the Department determines that there was good cause for the late filing of the appeal.

(1) If you are an appellant who is a firm which has been denied certification, whose certification has been removed, whose owner is determined not to be a member of a designated disadvantaged group, or concerning whose owner the presumption of disadvantage has been rebutted, your letter must state the name and address of any other recipient which currently certifies the firm, which has rejected an application for certification from the firm or removed the firm's eligibility within one year prior to the date of the appeal, or before which an application for certification or a removal of eligibility is pending. Failure to provide this information may be deemed a failure to cooperate under §26.109(c).

(2) If you are an appellant other than one described in paragraph (c)(1) of this section, the Department will request, and the firm whose certification has been questioned shall promptly provide, the information called for in paragraph (c)(1) of this section. Failure to provide this information may be deemed a failure to cooperate under §26.109(c).

(d) When it receives an appeal, the Department requests a copy of the recipient's complete administrative record in the matter. If you are the recipient, you must provide the administrative record, including a hearing transcript, within 20 days of the Department's request. The Department may extend this time period on the basis of a recipient's showing of good cause. To facilitate the Department's review of a recipient's decision, you must ensure that such administrative records are well organized, indexed, and paginated. Records that do not comport with these requirements are not acceptable and will be returned to you to be corrected immediately. If an appeal is brought concerning one recipient's certification decision concerning a firm, and that recipient relied on the decision and/or administrative record of another recipient, this requirement applies to both recipients involved.

(e) The Department makes its decision based solely on the entire administrative record. The Department does not make a de novo review of the matter and does not conduct a hearing. The Department may supplement the administrative record by adding relevant information made available by the DOT Office of Inspector General; Federal, state, or local law enforcement authorities; officials of a DOT operating administration or other appropriate DOT office; a recipient; or a firm or other private party.

(f) As a recipient, when you provide supplementary information to the Department, you shall also make this information available to the firm and any third-party complainant involved, consistent with Federal or applicable state laws concerning freedom of information and privacy. The Department makes available, on request by the firm and any third-party complainant involved, any supplementary information it receives from any source.

(1) The Department affirms your decision unless it determines, based on the entire administrative record, that your decision is unsupported by substantial evidence or inconsistent with the substantive or procedural provisions of this part concerning certification.

- (2) If the Department determines, after reviewing the entire administrative record, that your decision was unsupported by substantial evidence or inconsistent with the substantive or procedural provisions of this part concerning certification, the Department reverses your decision and directs you to certify the firm or remove its eligibility, as appropriate. You must take the action directed by the Department's decision immediately upon receiving written notice of it.
 - (3) The Department is not required to reverse your decision if the Department determines that a procedural error did not result in fundamental unfairness to the appellant or substantially prejudice the opportunity of the appellant to present its case.
 - (4) If it appears that the record is incomplete or unclear with respect to matters likely to have a significant impact on the outcome of the case, the Department may remand the record to you with instructions seeking clarification or augmentation of the record before making a finding. The Department may also remand a case to you for further proceedings consistent with Department instructions concerning the proper application of the provisions of this part.
 - (5) The Department does not uphold your decision based on grounds not specified in your decision.
 - (6) The Department's decision is based on the status and circumstances of the firm as of the date of the decision being appealed.
 - (7) The Department provides written notice of its decision to you, the firm, and the complainant in an ineligibility complaint. A copy of the notice is also sent to any other recipient whose administrative record or decision has been involved in the proceeding (*see* paragraph (d) of this section). The Department will also notify the SBA in writing when DOT takes an action on an appeal that results in or confirms a loss of eligibility to any SBA-certified firm. The notice includes the reasons for the Department's decision, including specific references to the evidence in the record that supports each reason for the decision.
 - (8) The Department's policy is to make its decision within 180 days of receiving the complete administrative record. If the Department does not make its decision within this period, the Department provides written notice to concerned parties, including a statement of the reason for the delay and a date by which the appeal decision will be made.
- (g) All decisions under this section are administratively final, and are not subject to petitions for reconsideration. [64 FR 5126, Feb. 2, 1999, as amended at 65 FR 68951, Nov. 15, 2000; 68 FR 35556, June 16, 2003]

§26.91 What actions do recipients take following DOT certification appeal decisions?

- (a) If you are the recipient from whose action an appeal under §26.89 is taken, the decision is binding. It is not binding on other recipients.
- (b) If you are a recipient to which a DOT determination under §26.89 is applicable, you must take the following action:
 - (1) If the Department determines that you erroneously certified a firm, you must remove the firm's eligibility on receipt of the determination, without further proceedings on your part. Effective on the date of your receipt of the Department's determination, the consequences of a removal of eligibility set forth in §26.87(i) take effect.
 - (2) If the Department determines that you erroneously failed to find reasonable cause to remove the firm's eligibility, you must expeditiously commence a proceeding to determine whether the firm's eligibility should be removed, as provided in §26.87.
 - (3) If the Department determines that you erroneously declined to certify or removed the eligibility of the firm, you must certify the firm, effective on the date of your receipt of the written notice of Department's determination.
 - (4) If the Department determines that you erroneously determined that the presumption of social and economic disadvantage either should or should not be deemed rebutted, you must take appropriate corrective action as determined by the Department.
 - (5) If the Department affirms your determination, no further action is necessary.
- (c) Where DOT has upheld your denial of certification to or removal of eligibility from a firm, or directed the removal of a firm's eligibility, other recipients with whom the firm is certified may commence a proceeding to remove the firm's eligibility under §26.87. Such recipients must not remove the firm's eligibility absent such a proceeding. Where DOT has reversed your denial of certification to or removal of eligibility from a firm, other recipients must take the DOT action into account in any certification action involving the firm. However, other recipients are not required to certify the firm based on the DOT decision.

Subpart F -- Compliance and Enforcement

§26.107 What enforcement actions apply to firms participating in the DBE program?

- (a) If you are a firm that does not meet the eligibility criteria of subpart D of this part and that attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against you under 49 CFR part 29.
- (b) If you are a firm that, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 49 CFR part 29.
- (c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.
- (d) The Department may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.
- (e) The Department may refer to the Department of Justice, for prosecution under 18 U.S.C. 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

§26.109 What are the rules governing information, confidentiality, cooperation, and intimidation or retaliation?

(a) Availability of records.

(1) In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

(2) Notwithstanding any provision of Federal or state law, you must not release information that may be reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting documentation. However, you must transmit this information to DOT in any certification appeal proceeding under §26.89 in which the disadvantaged status of the individual is in question.

(b) Confidentiality of information on complainants. Notwithstanding the provisions of paragraph (a) of this section, the identity of complainants shall be kept confidential, at their election. If such confidentiality will hinder the investigation, proceeding or hearing, or result in a denial of appropriate administrative due process to other parties, the complainant must be advised for the purpose of waiving the privilege. Complainants are advised that, in some circumstances, failure to waive the privilege may result in the closure of the investigation or dismissal of the proceeding or hearing. FAA follows the procedures of 14 CFR part 16 with respect to confidentiality of information in complaints.

(c) Cooperation. All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

(d) Intimidation and retaliation. If you are a recipient, contractor, or any other participant in the program, you must not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If you violate this prohibition, you are in noncompliance with this part.

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35556, June 16, 2003]

Appendix E to Part 26 -- Individual Determinations of Social and Economic Disadvantage

The following guidance is adapted, with minor modifications, from SBA regulations concerning social and economic disadvantage determinations (see 13 CFR 124.103(c) and 124.104).

SOCIAL DISADVANTAGE

I. Socially disadvantaged individuals are those who have been subjected to racial or ethnic prejudice or cultural bias within American society because of their identities as members of groups and without regard to their individual qualities. Social disadvantage must stem from circumstances beyond their control. Evidence of individual social disadvantage must include the following elements:

- (A) At least one objective distinguishing feature that has contributed to social disadvantage, such as race, ethnic origin, gender, disability, long-term residence in an environment isolated from the mainstream of American society, or other similar causes not common to individuals who are not socially disadvantaged;
- (B) Personal experiences of substantial and chronic social disadvantage in American society, not in other countries; and
- (C) Negative impact on entry into or advancement in the business world because of the disadvantage. Recipients will consider any relevant evidence in assessing this element. In every case, however, recipients will consider education, employment and business history, where applicable, to see if the totality of circumstances shows disadvantage in entering into or advancing in the business world.

(1) *Education.* Recipients will consider such factors as denial of equal access to institutions of higher education and vocational training, exclusion from social and professional association with students or teachers, denial of educational honors rightfully earned, and social patterns or pressures which discouraged the individual from pursuing a professional or business education.

(2) *Employment.* Recipients will consider such factors as unequal treatment in hiring, promotions and other aspects of professional advancement, pay and fringe benefits, and other terms and conditions of employment; retaliatory or discriminatory behavior by an employer or labor union; and social patterns or pressures which have channeled the individual into non-professional or non-business fields.

(3) *Business history.* The recipient will consider such factors as unequal access to credit or capital, acquisition of credit or capital under commercially unfavorable circumstances, unequal treatment in opportunities for government contracts or other work, unequal treatment by potential customers and business associates, and exclusion from business or professional organizations.

II. With respect to paragraph I.(A) of this appendix, the Department notes that people with disabilities have disproportionately low incomes and high rates of unemployment. Many physical and attitudinal barriers remain to their full participation in education, employment, and business opportunities available to the general public. The Americans with Disabilities Act (ADA) was passed in recognition of the discrimination faced by people with disabilities. It is plausible that many individuals with disabilities -- especially persons with severe disabilities (e.g., significant mobility, vision, or hearing impairments) -- may be socially and economically disadvantaged.

III. Under the laws concerning social and economic disadvantage, people with disabilities are not a group presumed to be disadvantaged. Nevertheless, recipients should look carefully at individual showings of disadvantage by individuals with disabilities, making a case-by-case judgment about whether such an individual meets the criteria of this appendix. As public entities subject to Title II of the ADA, recipients must also ensure their DBE programs are accessible to individuals with disabilities. For example, physical barriers or the lack of application and information materials in accessible formats cannot be permitted to thwart the access of potential applicants to the certification process or other services made available to DBEs and applicants.

ECONOMIC DISADVANTAGE

(A) General. Economically disadvantaged individuals are socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially disadvantaged.

(B) Submission of narrative and financial information.

(1) Each individual claiming economic disadvantage must describe the conditions which are the basis for the claim in a narrative statement, and must submit personal financial information.

(2) [Reserved]

(C) Factors to be considered. In considering diminished capital and credit opportunities, recipients will examine factors relating to the personal financial condition of any individual claiming disadvantaged status, including personal income for the past two years (including bonuses and the value of company stock given in lieu of cash), personal net worth, and the fair market value of all assets, whether encumbered or not. Recipients will also consider the financial condition of the applicant compared to the financial profiles of small businesses in the same primary industry classification, or, if not available, in similar lines of business, which are not owned and controlled by socially and economically disadvantaged individuals in evaluating the

individual's access to credit and capital. The financial profiles that recipients will compare include total assets, net sales, pre-tax profit, sales/working capital ratio, and net worth.

(D) Transfers within two years.

(1) Except as set forth in paragraph (D)(2) of this appendix, recipients will attribute to an individual claiming disadvantaged status any assets which that individual has transferred to an immediate family member, or to a trust, a beneficiary of which is an immediate family member, for less than fair market value, within two years prior to a concern's application for participation in the DBE program, unless the individual claiming disadvantaged status can demonstrate that the transfer is to or on behalf of an immediate family member for that individual's education, medical expenses, or some other form of essential support.

(2) Recipients will not attribute to an individual claiming disadvantaged status any assets transferred by that individual to an immediate family member that are consistent with the customary recognition of special occasions, such as birthdays, graduations, anniversaries, and retirements.

(3) In determining an individual's access to capital and credit, recipients may consider any assets that the individual transferred within such two-year period described by paragraph (D)(1) of this appendix that are not considered in evaluating the individual's assets and net worth (e.g., transfers to charities).

[64 FR 5126, Feb. 2, 1999, as amended at 68 FR 35559, June 16, 2003]

Appendix A

Cost and Price Analysis Forms

(Must be completed by Prime Contractor and all proposed Sub-Contractors)

COST AND PRICE ANALYSIS FOR PROFESSIONAL SERVICES CONSULTANT

This form is to be used when a consultant performs most of the project "in-house" and retains sub-consultants to complete the balance of the work. You must have your sub-consultants complete their form and attach a copy to each of your forms. If the consultant fails to complete and follow these guidelines the proposal may be disqualified.

INSTRUCTIONS FOR COST AND PRICE ANALYSIS FORM

Line 1 – Direct Labor (Professional or Technical)

This heading must include an itemized list of all professional or technical personnel who will be used on the project. Each employee must be identified by classification, such as, principals, project managers, analysts, programmers, etc., the estimated number of hours he will devote to the project and his rate of pay per hour.

Line 2 – Direct Labor (Clerical)

Itemized list of all clerical employees, such as secretary, typist, clerk, etc. Again they must be identified, the number of hours they will devote to the project and their rate of pay per hour.

Line 3 – Burden (Overhead)

It must be your company's independent certified overhead rate. **Note: if the rates provided in Lines 1 and 2 above include overhead costs this line must be left blank. Under separate cover the company must provide their latest financial report.**

Line 4 – "In House" Cost

Add totals of lines 1, 2 and 3.

Line 5 – Profit

In accordance with Federal Regulations profit will be negotiated separately from all other costs.

Line 6 – Other Direct Costs

This category includes all expenses that were not included under Burden. They are out of pocket expenses such as reproduction of reports, travel expenses, hardware, software, or any other unique costs to the project.

Line 7 – Sub-consultant Estimated Cost

Enter total from sub-consultant's Line 7. If more than one is retained, combine their totals.

Line 8 – Sub-consultant Profit

Enter total from sub-consultant's Line 8. If more than one is retained, combine their totals.

Line 9 – Total Project Estimated Cost

Add your Lines 4, 6 and 7.

Line 10 – Total Project Profit

Add your Lines 5 and 8.

Line 11 – Total "Not-to-Exceed" Contract Cost

Add your Lines 9 and 10. This figure will be the "Not-to-Exceed" amount of your contract.

GENERAL

If the guidelines as indicated are exceeded, consultant must furnish an itemized breakdown and justification to supplement your proposal.

Representatives of (FTA) Federal Transit Administration, Illinois Department of Transportation, State of Illinois, (RTA) Regional Transportation Authority, or (CTA) Chicago Transit Authority, reserve the right to inspect and audit all cost data and records of the consultant relating to his performance under this contract.

COMPLETION SCHEDULE

Consultant shall attach the project schedule.

NOTE: These instructions to be used in conjunction with Form 316.03

COST AND PRICE ANALYSIS FOR PROFESSIONAL SERVICES CONSULTANT

Name and Address of Firm

Title of Project

Requisition No.

Detail Description	Estimated Hours	Rate Per/Hour	Estimated Cost
1. Direct Labor (Professional or Technical)			
Total Line 1			
2. Direct Labor (Clerical)			
Total Line 2			
3. Burden (overhead)	Burden Rate	X Base =	Burden (\$)
Total Line 3			
4. "In-House" Cost Add Lines 1, 2 and 3			
5. Profit (%) of Line 4			
6. Other Direct Costs			Estimated Cost
Total Line 6			
7. Subconsultant Cost (from his line 7)			
8. Subconsultant Profit (from his line 8)			
9. Total Project Cost (add your lines 4, 6 and 7)			
10. Total Project Profit (add your lines 5 and 8)			
11. Total "Not-to-Exceed" Contract (add your lines 9 and 10)			

Date

(Signature of Authorized Representative of Consultant)

COST AND PRICE ANALYSIS FOR PROFESSIONAL SERVICES SUB-CONSULTANT

This form is to be used when a consultant retains sub-consultant(s) to perform services required to complete his project. **If the consultant fails to complete these and follow these guidelines the proposal may be disqualified.**

INSTRUCTIONS FOR COST AND PRICE ANALYSIS FORM

Line 1 – Direct Labor (Professional or Technical)

This heading must include an itemized list of all professional or technical personnel who will be used on the project. Each employee must be identified by classification, such as, principals, project managers, analysts, programmers, etc., the estimated number of hours he will devote to the project and his rate of pay per hour.

Line 2 – Direct Labor (Clerical)

Itemized list of all clerical employees, such as secretary, typist, clerk, etc. Again they must be identified, the number of hours they will devote to the project and their rate of pay per hour.

Line 3 – Burden (Overhead)

It must be your company's independent certified overhead rate. **Note: if the rates provided in Lines 1 and 2 above include overhead costs this line must be left blank. Under separate cover the company must provide their latest financial report.**

Line 4 – "In House" Cost

Add totals of lines 1, 2 and 3.

Line 5 – Profit

In accordance with Federal Regulations profit will be negotiated separately from all other costs.

Line 6 – Other Direct Costs

This category includes all expenses that were not included under Burden. They are out of pocket expenses or any other unique costs to the project.

Line 7 – Project Cost

Add totals of Lines 4 and 6.

Line 8 – Consultant Total Profit

From Line 5 – Profit.

Line 9 – Total "Not-to-Exceed" Contract Cost

Add totals of Lines 7 and 8.

General

If the guidelines as indicated are exceeded, consultant must furnish an itemized breakdown and justification to supplement your proposal.

Representatives of (FTA) Federal Transit Administration, Illinois Department of Transportation, State of Illinois, (RTA) Regional Transportation Authority, or (CTA) Chicago Transit Authority, reserve the right to inspect and audit all cost data and records of the consultant relating to his performance under this contract.

NOTE: these instructions to be used in conjunction with Form 316.04.

COST AND PRICE ANALYSIS FOR PROFESSIONAL SERVICES SUB-CONSULTANT

Name and Address of Firm

Title of Project

Requisition No.

Detail Description	Estimated Hours	Rate Per/Hour	Estimated Cost
1. Direct Labor (Professional or Technical)			
Total Line 1			
2. Direct Labor (Clerical)			
Total Line 2			
3. Burden (overhead)	Burden Rate	X Base =	Burden (\$)
Total Line 3			
4. "In-House" Cost Add Lines 1, 2 and 3			
5. Profit (%) of Line 4			
6. Other Direct Costs			Estimated Cost
Total Line 6			
7. Project Cost Add Totals Lines 4 and 6			
8. Consultant Profit Add Total Line 5			
9. Total "Not-to-Exceed" Contract Add Lines 7 and 8			

Date

(Signature of Authorized Representative of Consultant)

Appendix B

Sample Agreement – Not for Execution

MODEL CONTRACT – NOT FOR EXECUTION

**PROFESSIONAL SERVICES
CONTRACT DOCUMENT**

for the

CHICAGO TRANSIT AUTHORITY

CTA PROFESSIONAL SERVICES CONTRACT

PART A

Contract Number:
Contract \$ Value:

This Contract is made and entered into as of the _____, day of _____ 20____ by and between _____, a corporation/partnership/company having its principal place of business at _____ (hereinafter referred to as the "Consultant"), and Chicago Transit Authority, a political sub-division, body politic and separate municipal corporation having its principal place of business at 567 West Lake Street, Chicago, Illinois 60661-1498 (hereinafter referred to as the "Authority").

WHEREAS, the Authority requires certain professional services as hereinafter defined; and

WHEREAS, the Consultant represents and warrants that it is ready, willing, and able to perform such professional services in accordance with the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

PART A, ARTICLE 1. RECITALS AND DEFINITIONS

1.1 Incorporation of Recitals.

The above recitals are hereby expressly incorporated herein and made a part of this Contract.

1.2 Definitions.

Except as otherwise specified, the abbreviations and definitions applicable to this Contract are provided in PART B, Article 1.

PART A, ARTICLE 2. SCOPE OF SERVICES

2.1 Services and Deliverables.

The Authority hereby retains Consultant to provide the Scope of Services described in PART C, Exhibit 1. The Consultant will perform all tasks, responsibilities and submittals identified in the Scope of Services in a satisfactory form and manner, as reasonably determined by the Project Manager.

When the Scope of Services of this Contract requires the Consultant to prepare Deliverables, the Consultant understands that such items must receive the Authority's review and approval prior to usage and payment thereof. Partial or incomplete Deliverables may be provided to the Authority only when required for a specific and well-defined purpose and when consented to in advance by the Authority. In no event will partial or incomplete Deliverables be considered as satisfying the specific submittal requirements set forth

herein. The delivery of Partial or incomplete Deliverables to the Authority will in no way relieve the Consultant of its schedule or cost commitments hereunder.

Because the Scope of Services is not intended to cover every detail of the Services and Deliverables, the Consultant will furnish all labor, materials, equipment, and incidentals as well as all additional, collateral, and incidental work, as required and necessary to complete the Scope of Services, whether or not these details are specified in this Contract, all at no additional cost to the Authority.

In the event the Consultant fails to comply with the standards specified in the Contract, the Consultant will perform again, at its own expense, any and all of the Scope of Services, which were directly or indirectly affected by such failure. Notwithstanding any review, approval, acceptance, or payment for any or all of the Scope of Services by the Authority, the Consultant will be and remain responsible for the professional and technical accuracy of the full Scope of Services required under this Contract. This provision will in no way be considered as limiting the rights of the Authority against the Consultant either under this Contract, in law, or in equity.

2.2 Delivery Schedule.

All Scope of Services must be delivered in a timely manner consistent with the established time requirements set forth in PART C, Exhibit 1.3 of this Contract, Project Schedule/Contract Time.

2.3 Site.

The Location(s) for delivery of the Scope of Services under this Contract are as identified in PART C, Exhibit 1.1.

2.4 Meetings.

The Consultant will meet with the Authority's representatives via teleconference, videoconference, or in person, on a regular basis throughout the term of the Contract, to inform the Project Manager of the status of performance, including without limitation, resolved and unresolved issues, schedules, costs, recommendations and any other appropriate items.

The Consultant will further meet with representatives of the Authority and other interested parties as may be required in connection with the provision of the Scope of Services hereunder. The Consultant will be responsible for the preparation of minutes documenting the Consultant's understanding of all such meetings. Copies of such minutes will be distributed by the Consultant to interested parties in accordance with directions of the Project Manager.

2.5 Term.

The term of this Contract will commence as of date on which both parties have executed this Contract and continue for a period of (the "Term"). The Consultant will commence its performance of the Scope of Services under the Contract as of the first day of the Term hereof unless the Authority notifies the Consultant that it elects to issue a Notice-to-Proceed, in which case the Consultant will commence its performance on the date set forth in the Notice-to-Proceed and Consultant must complete its performance by the last day of the Term (the "Contract Time").

PART A, ARTICLE 3. FEES AND PAYMENT SCHEDULE

3.1 Consultant's Fee.

The Consultant will be entitled to receive for satisfactory performance of the Scope of Services the fee set forth below and as described in more detail in PART C, Exhibit 2:

Fixed Price/Lump Sum.

As compensation for Services to be performed and Deliverables to be provided by the Consultant during the Term, the Authority will pay the Consultant the fixed price(s), as specified in PART C, Exhibit 2; provided such fixed price(s) shall not in aggregate exceed \$. The Authority will have no liability for any expenses or costs incurred by the Consultant in providing the full Scope of Services. Payments made by the Authority under the Contract are not intended, and must not be construed as acceptance of defective Scope of Services, or as condoning any omission from the Scope of Services.

3.2 Invoices.

Invoices from the Consultant will be marked, prepared in duplicate, consecutively numbered, include a reference to this Contract name and the number assigned thereto by the Authority, and will be forwarded to the Authority at the following address.

Chicago Transit Authority
901 West Division
Chicago, Illinois 60622-4216
Attn: Quality Assurance Manager

Additionally, Consultant will provide a copy of the invoice to the Project Manager at the address set forth in PART A, Article 4.

Upon the Authority's request, Consultant will meet with the Authority to discuss the format and/or content of invoices submitted under this Contract. Consultant will ensure that Consultant's invoices meet the Authority's requirements, which may be changed from time to time.

3.3 Most Favored Customer.

The Consultant will treat the Authority as the Consultant's most favored customer. The Consultant represents that the prices for the Scope of Services furnished to the Authority under this Contract and all of the terms of this Contract are not less favorable than the prices and terms offered to any of the Consultant's other customers under similar quantities, terms and conditions. If the Consultant offers to any customer lower prices or more favorable terms than are offered to the Authority under this Contract for similar Scope of Services, the Consultant agrees to notify the Authority in writing and concurrently extend such prices, and terms to the Authority, and this Contract, at the Authority's option, will be deemed amended to provide such more favorable prices and terms to the Authority. Any amounts charged to the Authority in excess of prices charged by the Consultant to any other customer for similar Scope of Services will promptly be refunded or credited to the Authority by the Consultant.

3.4 Option to Withhold Payment of Fees.

After payment of 85 percent of the Consultant's Fees, the Project Manager may withhold further payment in an amount that the Project Manager considers necessary to protect the Authority's interest. This reserve will not exceed 15 percent of the total Contract Price. The Project Manager will release all Consultant's Fees withheld under this Contract once the Authority has accepted all Scope of Services.

PART A, ARTICLE 4. CONSULTANT PERSONNEL

4.1 Key Personnel.

The Consultant will, immediately upon execution of this Contract, assign and maintain a staff of competent personnel who are fully equipped, available as needed, licensed as appropriate, and qualified to perform the Scope of Services required by this Contract. Consultant's Key Personnel under the Contract will be the persons and/or positions as set forth as such in PART C, Exhibit 3. The Consultant agrees not to reassign or replace any Key Personnel assigned to the performance of this Contract until such time as the Scope of Services is satisfactorily completed unless such reassignment or replacement would not materially affect the quality or progress of the Scope of Services; provided further that all replacement personnel shall be equally or better qualified than the originally assigned Key Personnel as determined by the Authority. Consultant must request, in writing, the consent of the Authority for each such proposed reassignment or replacement and such reassignment or replacement shall only be permitted if it is agreed to in writing by the General Manager, Purchasing. The Authority also reserves the right to reject any personnel from the Consultant for any reason, in which case Consultant shall immediately remove such rejected personnel from performing under this Contract and assign appropriate replacement personnel as described above.

4.2 Consultant's Manager.

The Consultant will assign a Manager for the Contract, qualified to act in a liaison capacity, and to be available at all times, on matters pertinent to the Scope of Services. The name and address for Consultant's Manager assigned to this Contract is as set forth in PART C, Exhibit 3.

4.3 Authority's Project Manager.

The name and address of the Authority's representative assigned to act as Project Manager for the Authority is as set forth in PART C, Exhibit 3.

PART A, ARTICLE 5. SPECIAL CONDITIONS – INSURANCE, DBE AND OTHER REQUIREMENTS

5.1 Disadvantaged Business Enterprise Commitment.

Consultant will comply with all requirements set forth in PART C, Exhibit 7, and the Disadvantaged Business Enterprise Commitment included in the Authority's Request for Proposals, in PART C, Exhibit 5.

5.2 Insurance.

The Consultant will take out and maintain, during the entire Term of this Contract, insurance that meets with the requirements, if any, set forth in the attached in PART C, Exhibit 8. Consultant shall submit to the Authority proof of insurances meeting the standards set forth in PART C, Exhibit 8.

5.3 Other Special Conditions.

Consultant will comply with all other Special Conditions, if any, set forth in PART C, Exhibit 7.

PART A, ARTICLE 6. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

6.1 Documents Incorporated by Reference.

The Consultant understands and agrees that the documents listed in PART A, Section 6.2, copies of which are attached hereto and marked, are hereby incorporated in and made a part of this Contract by this reference as though they were set forth herein at length.

6.2 Order of Precedence.

In case of any conflict or inconsistency that cannot otherwise be resolved, the governing order of precedence of the component parts of the Contract is as follows:

1. Executed Change Orders to the Contract.
2. Professional Services Contract, and any Special Conditions in PART A, Article 5 and PART C, including without limitation Contractor's DBE Proposal and Insurance Certificate.
3. PART C, Exhibits 1 (Scope of Services), 2 (Payment Schedule), and 3 (Consultant's Key Personnel and Authority Project Manager).
4. General Conditions in PART B.
5. Consultant's Best and Final Offer, attached as PART C, Exhibit 4.
6. The Authority's Request for Proposals and any addenda thereto, and the Authority's Insurance Requirements attached as PART C, Exhibit 5, and Exhibit 8, respectively.
7. Consultant's Technical and Price Proposals, attached as PART C, Exhibit 6.
8. Consultant's Completed Certifications, attached as PART C, Exhibit 6.
9. Supplemental Materials, if any, attached as PART C, Exhibit 9.

All Change Orders executed will be a part of the Contract and will take precedence over any other part of the Contract wherever they conflict therewith. A Change Order more recently executed will take precedence over any prior Change Order wherever it conflicts therewith.

PART A, ARTICLE 7. ENTIRE AGREEMENT AND EXECUTION

7.1 Entire Contract.

This Contract, including all documents that are expressly incorporated into the Contract, constitutes the entire agreement between the Consultant and the Authority with regard to its subject matter, and no other oral or written understandings, representations, inducements, consideration, promises, or interpretations are part of the Contract. This Contract may not be modified or altered except by written instrument executed by a duly authorized representative of each party.

7.2 Authority to Execute Contract.

Execution of this Contract by the Consultant is authorized and signature(s) of each person signing on behalf of the Consultant have been made with complete and full authority to commit the Consultant to all terms and conditions of this Contract, including each and every representation and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If the Consultant is a corporation, the president or vice-president must sign the Contract. In the event that the Contract is executed by someone other than the president or vice president, a certified copy of the section of the corporate by-laws or resolution of the corporation that permits the person to execute the Contract for the corporation must be furnished by Consultant prior to execution by the Authority.

If the Consultant is a partnership or a joint venture, all partners or participants in the joint venture must sign all copies of the Contract unless one partner or joint venture participant is authorized to sign for the partnership or joint venture, in which case evidence of such authority, satisfactory to the General Manager, Purchasing, must be submitted by the Consultant prior to execution by the Authority.

If the Consultant is a sole proprietor, the sole proprietor must sign all copies of the Contract. If other than a sole proprietorship, the Consultant must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

A partnership, joint venture, or sole proprietor operating under an assumed name must be registered with the Illinois County in which it is located, as provided in the Assumed Business Name Act, 805 ILCS 405 et seq., as amended.

7.3 Illinois Criminal Code Certification.

Further, the undersigned Consultant, being duly sworn, deposes and states on oath that the undersigned has not entered into any agreement with any other proposer or prospective proposer or with any other person, firm or corporation relating to the price or prices named within the undersigned's proposal or any other proposal, nor any agreement or arrangement under which any person, firm or corporation is to refrain from proposing, nor any agreement or arrangement for any act or omission in restraint of free competition among proposers, 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 Consultant or any agent, partner, employee, or officer of the Consultant 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.

Contract No. _____

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Contract in triplicate on the day and year first above written.

CONSULTANT

By: _____
(Signature)

Name

Title

[If a corporation and signed by any person other than the president or vice-president, a certified copy of the resolution or by-law authorizing such person to sign must be attached to this Contract. Refer to PART A, Section 7.2 for additional instructions and requirements.]

State of _____

Country of _____

Signed and sworn before me by the signatory whose name appears above on this:

_____ day of _____, 20_____
(day) (month) (year)

My Commission expires:

(Signature of Notary Public)

CHICAGO TRANSIT AUTHORITY

By: _____
(Signature)

Vice President, Purchasing & Warehousing

Dated: _____

Authorized by Ordinance No.: _____
of the Chicago Transit Board

Assistant Secretary

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

Attorney

**PART B: GENERAL CONDITIONS
FOR PROFESSIONAL SERVICES CONTRACT
TABLE OF CONTENTS**

PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS	2	PART B, ARTICLE 9. INDEMNITY AND LIABILITY	13
PART B, ARTICLE 2. GENERAL	4	9.1 Indemnity.	13
2.1 Contract Interpretation.	4	9.2 Limitation of Liability.	13
2.2 Severability.	4	9.3 Joint and Several Liability.	14
2.3 No Waiver of Legal Right.	4	PART B, ARTICLE 10. TIME	14
2.4 Counterparts.	4	10.1 Time is of the Essence.	14
2.5 Assigns.	4	10.2 Time for Changes.	14
2.6 Co-operation by Parties.	4	PART B, ARTICLE 11. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY, CONFIDENTIALITY	14
2.7 No Third Party Beneficiaries.	5	11.1 Ownership of Documents.	14
2.8 Independent Consultant.	5	11.2 Confidential Information.	14
2.9 Consents and Approvals.	5	PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT	15
2.10 Notices.	5	12.1 No Assignment of Contract.	15
PART B, ARTICLE 3. PROFESSIONAL STANDARDS AND CORRECTIONS	5	12.2 No Assignment of Contract Funds.	15
3.1 Standard of Performance.	5	12.3 Subconsultants.	15
3.2 Errors and Omissions.	5	PART B, ARTICLE 13. ADVERTISING AND PUBLICITY	16
3.3 Correction of Services.	6	PART B, ARTICLE 14. REPRESENTATIONS OF CONSULTANT	16
PART B, ARTICLE 4. PAYMENTS	6	PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS	17
4.1 Payment.	6	15.1 Consultant's Compliance with All Laws.	17
4.2 Criteria for Payment.	6	15.2 Permits and Licenses.	17
4.3 Prompt Payment to Subconsultants.	7	15.3 Civil Rights.	17
4.4 Overpayment.	7	15.4 Illinois Human Rights Act.	19
4.5 Taxes.	7	15.5 Disclosure of Ownership.	19
4.6 Disputed Invoices or Charges.	7	15.6 State Energy Conservation Plan.	19
4.7 Payment for Changes.	7	15.7 Authority Ethics Ordinance.	19
PART B, ARTICLE 5. CHANGES IN THE SERVICES OR DELIVERABLES	8	15.8 Program Fraud and False or Fraudulent Statements and Related Acts.	19
5.1 Right to Change Services.	8	15.9 Foreign Trade Restrictions.	20
5.2 Proposed Changes in Service.	8	15.10 Conflict of Interest.	21
5.3 Proceed Orders and Change Orders.	8	15.11 No Exclusionary or Discriminatory Specifications.	21
5.4 Directive Order.	8	15.12 No Federal Government Obligation to Consultant or Others.	21
5.5 Claims by Consultant.	9	15.13 Obligation to Comply with Changes in Federal Laws and Regulations.	22
PART B, ARTICLE 6. ACCESS AND RECORDS	10	15.14 Incorporation of Federal Transit Administration (FTA) Terms.	22
6.1 Right of Entry.	10	15.15 Environmental Requirements.	22
6.2 Audit, Inspection, and Retention of Records.	10	15.16 Fly America.	22
6.3 Obligation to Comply with the Authority's Inspector General Ordinance.	11	PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION	22
PART B, ARTICLE 7. DISPUTES	11	16.1 Governing Law.	22
7.1 Disputes.	11	16.2 Jurisdiction.	22
PART B, ARTICLE 8. EVENTS OF DEFAULT AND TERMINATION	11		
8.1 Termination for Cause and Notice of Default.	11		
8.2 Authority's Remedies upon Default.	12		
8.3 Authority's Remedies upon Termination.	12		
8.4 Nonexclusivity.	12		
8.5 Court Determination.	12		
8.6 Discretion of General Manager, Purchasing.	12		
8.7 Termination for Convenience.	12		

CTA PROFESSIONAL SERVICES CONTRACT PART B

PART B, ARTICLE 1. ABBREVIATIONS AND DEFINITIONS

CFR. Code of Federal Regulations

DOT. Department of Transportation

EPA. Environmental Protection Agency

FTA. Federal Transit Administration

RFP. Request for Proposal

U.S. United States

USC. United States Code

Addendum. The written or graphic documents issued prior to the submission of proposals that clarify, correct, or change the Authority's Request for Proposals. Each Addendum is uniquely numbered. The plural form, Addenda, refers to all uniquely numbered Addendum.

Authority. The Chicago Transit Authority, an Illinois municipal corporation. Also referred to as CTA.

Change Order. A written order to the Consultant issued by the Authority in accordance with the Contract. A fully executed Change Order must be approved by the Authority's Board, where required, and have the signatures of all required parties. Also referred to as an Amendment.

Changed Services. A material change (either an increase or decrease) in the quality, quantity, or programmatic requirements of the Scope of Services specified in the Contract as determined by the Authority. Changed Services do not include those items that are reasonably inferable from the Contract as being necessary for the proper, timely, and orderly completion of the specified Services and Deliverables as set forth in the Scope of Services and other requirements of the Contract.

Consultant. The individual, partnership, firm, corporation, joint venture, or other entity identified in the Contract. Also referred to as Contractor.

Consultant's Expenses. Those expenses incurred by the Consultant and its Subconsultants related to the performance of the Scope of Services, including without limitation, telephone charges, copying charges, travel expenses, computer usage charges, and the like. Except to the extent that the Contract expressly provides otherwise, all Consultant's Expenses will be borne by the Consultant as part of the Contract Price.

Contract. The several writings that evidence the Contract, including the Professional Services Contract in Part A and any Change Order thereto, these General Conditions (Part B) any Special Conditions in Part C and all Exhibits in Part C, attached or referred to by any of the foregoing, and other documents, if any, made a part of the Contract.

Contract Price. The maximum amount payable by the Authority to the Consultant for completion of the Scope of Services according to the Contract.

Contract Time. The Period of Time allowed for completion of the Scope of Services as provided in the Contract. The Contract Time may also include progress or milestone deadlines as specified in a Payment or Project Schedule attached to and incorporated in the Contract in PART C, Exhibit 1 of the Contract.

Day, day, Days or days. Calendar day or days. A day contains 24 hours, begins at midnight, and includes every day shown on the calendar including all days Monday through Friday, and all Saturdays, Sundays, and all Holidays on which the Authority's central offices are closed.

Deliverables. All submittals required to be delivered by the Consultant to the Authority in connection with the Scope of Services, including materials, documents, drawings, magnetic media and reports, and all underlying information, data research, and statistics as either expressly noted in the Contract or as may be required from time to time by the Authority.

General Manager, Purchasing. The Authority's General Manager, Purchasing, or his/her authorized representative.

Notice. A written communication between the Authority and the Consultant, either of which may be the originator, that provides information or gives direction related to the Contract.

Notice-to-Proceed. If provided, the written notice issued by the Authority to the Consultant authorizing the Consultant to begin providing the Scope of Services on a certain date. If provided, the Notice-to-Proceed date is the first day of Contract Time.

Payment Schedule. A contractual timetable defining when the Scope of Services procured under this Contract will be delivered to the Authority and when payment of Contractor's Fees will be made, as specified in PART C, Exhibit 2.

Project Manager. The Authority's representative designated to provide general contract administration and oversight duties under the Contract, or his/her designee or successor. The Project Manager's responsibilities do not include responsibilities specifically reserved for the General Manager, Purchasing exclusively.

Regulation. Any law, ordinance, statute, or lawful order issued by authorities having jurisdiction over the Scope of Services or parties to this Contract.

Requests for Proposal. The Authority's solicitation for the Scope of Services which are the subject of this Contract, including all Addenda thereto.

Services. The professional services to be provided under the Contract by the Consultant for which special qualification, training, licensing, or certification may be a prerequisite.

Scope of Services. Services and Deliverables required to be performed and provided by the Consultant and described in this Contract.

Subconsultant. An individual, firm, partnership, corporation, or business entity other than an employee of the Consultant that contracts with the Consultant to furnish the Scope of Services under this Contract. The word "Subconsultant" is referred to as if singular in number and means each Subconsultant and any authorized representative of each Subconsultant.

Subcontract. A contract between Consultant and a Subconsultant.

Working Day. A Working Day is a Calendar Day, exclusive of Saturdays, Sundays, or Holidays on which the Authority's central offices are closed.

PART B, ARTICLE 2. GENERAL

2.1 Contract Interpretation.

Any headings of this Contract are for convenience of reference only and do not define or limit the terms or provisions. Words importing persons will include firms, associations, partnerships, trusts, corporations, joint ventures, and other legal entities, including public bodies, as well as natural persons. Words of gender will be deemed and construed to include correlative words of other genders. Words importing the singular number will include the plural and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements, addenda, and Amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this Contract. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this Contract.

2.2 Severability.

If any provision of this Contract is held or deemed inoperative or unenforceable because it conflicts with any other provision or provisions hereof, or any Regulation, constitution, public policy, or any other reason, the circumstances will not render the provision in question inoperative or unenforceable in any other case or circumstances, or render any other provision herein contained invalid, inoperative, or unenforceable to any extent. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract will not affect the remaining portions of this Contract or any part thereof.

2.3 No Waiver of Legal Right.

Neither the acceptance by the Authority, or any representative of the Authority, nor any payment for, or acceptance of, the whole or any part of the Scope of Services, nor any extension of time, nor any possession taken by the Authority, will operate as a waiver by the Authority of any portion of the Contract, or of any power herein reserved, or any right of the Authority to damages herein provided. A waiver of any breach of the Contract will not be held to be a waiver of any other or subsequent breach. The Authority may only waive its rights in a writing executed by the General Manager, Purchasing.

Whenever, under this Contract, the Authority by a proper power waives the Consultant's performance in any respect, or waives a requirement or condition to either the Authority's or the Consultant's performance, the waiver so granted, will only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the breach of the performance, requirement, or condition. No such waiver will be construed as a modification of this Contract; regardless of the number of times the Authority may have waived the performance, requirement, or condition.

2.4 Counterparts.

This Contract may be comprised of several identical counterparts, each to be fully executed by the parties and each to be deemed an original having identical legal effect.

2.5 Assigns.

Subject to PART B, Articles 12.1 and 12.2, all of the terms and conditions of this Contract will be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

2.6 Co-operation by Parties.

The parties hereby agree to use their best efforts and good faith in the performance of this Contract and to co-operate with each other in the completion of the Scope of Services hereunder. The Consultant further agrees to implement such measures as may be necessary to ensure that its employees, agents and representatives and its Subconsultants will be bound by all applicable provisions of this Contract.

2.7 No Third Party Beneficiaries.

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for Subconsultants or other third parties.

2.8 Independent Consultant.

The Consultant will perform the Scope of Services under this Contract as an independent consultant, and nothing herein is intended or will be construed to create any partnership, agency, or joint venture relationship between the Authority and the Consultant or any Subconsultant. Neither the Consultant nor its Subconsultants, or the employees or agents of any of them, will be deemed for any purpose to be employees of the Authority. The Consultant will be solely responsible for the withholding or payment of all applicable Federal, State, and local personal income taxes, social security taxes, unemployment and sickness disability insurance, and other payroll taxes with respect to the Consultant's employees.

2.9 Consents and Approvals.

Unless otherwise expressly stated herein, any consents and approvals to be given by the Authority will be made in writing by the Project Manager.

2.10 Notices.

All notices under this Contract must be in writing, delivered personally, by U. S. mail, first class and registered or certified, return receipt requested, with postage prepaid or by overnight delivery service and addressed to the Consultant, as provided in PART A, Article 4.2 of the Contract, or to the Authority at the following address: Chicago Transit Authority, P.O. Box 7560, Chicago, Illinois 60680-7560, Attention: General Manager, Purchasing with a copy to: The Authority's Project Manager at the address set forth in PART A, Article 4.3.

Notices delivered by the U.S. mail will be deemed effective 3 days after mailing in accordance with this Section. Notices delivered personally or by overnight delivery services will be deemed effective upon delivery. The addresses stated herein may be revised without need for Change Order of this Contract, provided written notification is given in accordance with this provision.

PART B, ARTICLE 3. PROFESSIONAL STANDARDS AND CORRECTIONS

3.1 Standard of Performance.

The Consultant will perform the full Scope of Services required under the terms and conditions of this Contract with the degree of skill, care, and diligence normally exercised by professionals performing similar types of services in projects of a scope and magnitude comparable to Scope of Services described herein. The Consultant must at all times act in the best interest of the Authority, consistent with the professional and fiduciary obligations assumed by it in entering into this Contract. The Consultant must perform the full Scope of Services under this Contract in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the Authority.

All Services to be performed or Deliverables to be prepared by the Consultant which require the exercise of professional skills or judgment, must be accomplished by professionals holding all training, education, certificates, and licenses required to practice in the applicable professional discipline(s) in the State of Illinois.

3.2 Errors and Omissions.

The Consultant will be responsible for the professional quality, technical accuracy, and coordination of all Scope of Services under this Contract. The Consultant will be liable for the Authority's costs resulting from errors or deficiencies in the Scope of Services furnished under this Contract. If at any point the

Authority determines that the Consultant is reasonably liable for any error or deficiency, the General Manager, Purchasing will notify the Consultant in writing of the liability. Within 30 days of said notification, the Consultant will remit the amount of the liability to the Authority or notify the Authority of its disagreement. Any disagreement must be resolved pursuant to PART B, Article 7.

3.3 Correction of Services.

The Consultant will promptly correct or re-perform all Scope of Services identified by the Authority as failing to conform to the Contract requirements at no additional expense to the Authority. If the Consultant fails or refuses to correct or re-execute the Scope of Services identified as failing to conform to Contract requirements, the Authority may correct or re-execute with similar Scope of Services and charge the Consultant for any cost to the Authority or make an equitable adjustment to the Contract Price.

Neither final payment nor any provision in the Contract will relieve the Consultant of responsibility for deficiencies in Scope of Services and, unless otherwise specified in the Contract, the Consultant must remedy any such deficiencies at no additional expense to the Authority. All questions arising under this Section 3.3 shall be decided by the General Manager, Purchasing subject to PART B, Article 7.

PART B, ARTICLE 4. PAYMENTS

4.1 Payment.

The Consultant must submit appropriate invoices to the Authority on forms furnished or approved by the Authority. The invoice will only be for Scope of Services completed during the invoice period including all Subconsultants' fees. Unless specified otherwise in PART C, Exhibit 2, Payment Schedule or PART C, Exhibit 7, Special Conditions, payment will be made net 30 days after approval of submitted invoice.

Payment will be made on the basis of invoices and supporting documentation, approved by the Authority. Unless expressly provided in PART A, Article 3, neither Consultant nor any Subconsultant will be entitled to reimbursement of costs or expenses.

At the time the Consultant reaches 80% of the value of the Contract Price, it will submit to the Project Manager along with the invoice a "detailed progress report" and a statement whether the Scope of Service will be completed for the full Contract Price.

4.2 Criteria for Payment.

1. Progress Payments. Upon receipt of an invoice from the Consultant, the Authority will pay the Consultant the applicable fee for the Scope of Services deemed satisfactorily performed. A progress payment, or partial or entire use of the Scope of Services by the Authority, will not constitute acceptance of the Scope of Services. Acceptance can only occur at Contract completion.
2. Final Payment. Final payment will be made by the Authority only after the Scope of Services has been accepted and the Consultant has furnished the Authority all warranties required under the Contract. The acceptance of final payment by the Consultant will operate as, and will be, a release to the Authority, its employees, and agents from all claims or liability under this Contract, for anything done or furnished or relating to the Scope of Services under this Contract, or for any act or neglect of the Authority relating to or connected with this Contract. Final payment will not, however, relieve the Consultant and its Subconsultants from the requirements of this Contract.

4.3 Prompt Payment to Subconsultants.

1. The Consultant is required to pay all Subconsultants, for all work that the Subconsultant has satisfactorily completed, no later than 5 working days after the Consultant has received payment from the Authority.
2. In addition, all retainage amounts, if any, must be paid by the Consultant to the Subconsultant no later than 14 working days after the Subconsultant has satisfactorily completed its portion of the Scope of Services whether or not the Authority has paid the Consultant for that portion of the Scope of Services.
3. A delay in or postponement of payment to the Subconsultant by Consultant requires good cause and prior written approval of the General Manager, Purchasing.
4. The Consultant is required to include, in each subcontract, a clause requiring the use of appropriate arbitration mechanisms to resolve all payment disputes.
5. The Authority will not pay the Consultant for Services performed or Deliverables submitted unless and until the Consultant certifies that the Subconsultants 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 of lien waivers, canceled checks, and the Consultant's sworn statement that it has complied with the prompt payment requirements.
6. Failure to comply with prompt payment requirements is a breach of the Contract, which may lead to any remedies permitted under law, including, but not limited to Consultant debarment.

4.4 Overpayment.

If, at any point, the Authority determines that the Consultant has been overpaid, the General Manager, Purchasing will provide written notice to the Consultant of the overpayment. The Consultant must remit the amount of overpayment to the Authority within 30 days of said notification or notify the Authority of its disagreement. Any disagreement will be resolved pursuant to the Disputes provision in PART B, Article 7.

4.5 Taxes.

Federal Excise Tax does not apply to materials purchased for the Authority by virtue of Exemption Certificate No. 36-73-0234K. Illinois Retailers Occupation Tax, Use Tax, and Municipal Retailers' Occupational Tax do not apply to materials or services purchased by the Authority by virtue of Chapter 70 Illinois Compiled Statutes Section 3605, 33 as amended. These taxes must not be included in any of the prices quoted in the Consultant's Proposal. The Authority's Illinois Tax Exemption Identification number is E9978-2987-04.

4.6 Disputed Invoices or Charges.

In the event of a dispute between the Consultant and the Authority as to whether any particular invoice or charge will be paid, or as to whether the amount of such charge is reasonable, allocable, or allowable under this Contract, the Authority and the Consultant will, jointly or individually, refer such dispute to the General Manager, Purchasing for resolution in accordance with PART B, Article 7.

4.7 Payment for Changes.

Any revisions to the Contract Price made necessary by Changed Services will be made in accordance with PART B, Article 5.

PART B, ARTICLE 5. CHANGES IN THE SERVICES OR DELIVERABLES

5.1 Right to Change Services.

The Authority may at any time or from time to time, order additions, deletions, or revisions to the Scope of Services ("Changed Services"). If the Consultant does not have written authorization from the Authority to proceed with Changed Services, as specified in PART B, Section 5.3 or 5.4, then the Consultant will not be compensated for any Changed Services.

All Changed Services must be executed under applicable Conditions of the Contract. It is agreed by the Consultant that any Change resulting in Changed Services will be paid at the applicable rates set forth in the compensation provisions of this Contract for equivalent items as determined by the General Manager, Purchasing or as otherwise agreed to by the parties and set forth in the terms of the Change Order.

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

5.2 Proposed Changes in Service.

The process for Changed Services is as follows. The Project Manager will request the Consultant to submit a proposal for Changed Services. The Consultant shall submit a proposal within fourteen (14) days after receipt of the Project Manager's request or such shorter time as the Project Manager may set forth in the request for Changed Services.

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

The Consultant's proposal shall set forth any changes to the Contract Price or the Contract Time required, in the opinion of the Consultant, to perform the Changed Services. The Authority may or may not choose to authorize the Consultant to perform the Changed Services as identified in the Proposal.

5.3 Proceed Orders and Change Orders.

1. **Proceed Order** - If the Authority orders Changed Services, and the Consultant and the Authority agree on an adjustment, if any, to the Contract Price and/or Contract Time, the Authority will issue a Proceed Order or Change Order. The General Manager, Purchasing's agreement as to a price or time adjustment is subject to final approval as required by the Authority's ordinances, regulations, and rules. The General Manager, Purchasing may issue a Proceed Order to direct the Consultant to proceed with the Changed Services for which the Consultant and the General Manager, Purchasing propose in writing a price and time adjustment, if applicable. Proceed Orders will not entitle the Consultant to compensation or an adjustment to the Contract Time until the Proceed Order is incorporated into a Change Order(s).
2. **Change Order** - The Authority may issue a Change Order as authorization for the Changed Services and/or for payment or time extension, or both. The Authority may also issue a Change Order to modify the terms of the Contract. A Change Order may include future Scope of Services to be performed under the Contract or Scope of Services performed in accordance with previously authorized Proceed Orders. The Consultant cannot be compensated for any Scope of Services authorized through a Proceed Order until a Change Order is executed.

5.4 Directive Order.

If the Authority orders Changed Services, and the Consultant and the Authority have not agreed on an adjustment to the Contract Price and/or Contract Time, the General Manager, Purchasing will issue a

Directive Order directing Consultant to perform the Changed Services. The General Manager, Purchasing, may determine an adjustment to Contract Price and/or Contract Time for the Changed Services. The decision of the General Manager, Purchasing, will be final and binding, subject only to PART B, Article 7, Disputes. The Consultant shall perform the Changed Services as directed in the Directive Order. The Consultant's refusal or failure to proceed promptly with the Changed Services as directed shall constitute an event of default.

5.5 Claims by Consultant.

1. All claims made by Consultant under this Contract shall be made in accordance with the requirements stated below. The Consultant shall provide immediate oral notification to the Project Manager upon discovering any conditions or circumstances that may require an adjustment to the Contract Price and/or Contract Time. Upon notification, the Project Manager will attempt to resolve the identified issue as promptly as possible. The Consultant shall deliver written notice of such Claim to the Project Manager and the General Manager, Purchasing within fourteen (14) days of oral notice. All additional correspondence from the Consultant concerning the Claim must be sent to both the Project Manager and the General Manager, Purchasing. The written notice shall include the following information:
 - a. Documents to substantiate Consultant's proposed cost for Changed Services. The Consultant's proposed cost for Changed Services must meet the limitations and requirements set forth in PART B, Section 5.1.
 - b. Accounting records and statements and any other applicable documentation to support the claimed costs.
 - c. Data and information used to assemble the Proposal, if Proposal preparation is relevant to the disputed issue.
 - d. Each Claim shall include a sworn certification signed by the Consultant. The Consultant must certify that it has fully reviewed the Claim and has determined that the supporting data is current, accurate, and complete and, to the best of the Consultant's knowledge and belief, the amount requested reflects the Contract adjustment for which the Consultant believes the Authority to be responsible under the terms of the Contract. In addition, the certification must include a statement that the signatory is authorized to certify the Claim on behalf of the Consultant and must be signed by the Consultant's president, vice-president, or other officer who is authorized to bind the Consultant.
2. The Project Manager or the General Manager, Purchasing will respond to the Claim in writing within thirty (30) days of receipt. The response will be either a determination of the Claim or a determination that additional time or documentation is needed to evaluate the Claim. If the Project Manager or General Manager, Purchasing determines that additional documentation is required to evaluate the Claim, he or she will advise the Consultant of claimed costs for which insufficient documentation has been provided to support the claimed costs, and will state the time for providing additional documentation. If the Project Manager or General Manager, Purchasing requires additional time to evaluate the Claim, the Consultant will be advised in writing of the additional time that will be required. Failure to provide any of the required information may result in denial of the Claim. The determination of the Claim will be sent to the Consultant in writing by the General Manager, Purchasing. If the determination of the Claim requires an adjustment to Contract Price or Contract Time, a Change Order must be issued in accordance with PART B, Section 5.3 before that change becomes effective.
3. If the Consultant accepts the Authority's determination of the Claim, then the Claim will be handled in accordance with PART B, Section 5.3. If the Consultant does not accept the decision with respect to the Claim, then the Consultant may submit a dispute to the General Manager, Purchasing in accordance with PART B, Article 7, within thirty (30) days after receipt of the response to the Claim unless the General Manager, Purchasing extends the time, in writing. By

failing to meet the time limits specified in this PART B, Section 5.5, the Consultant waives the right to seek an adjustment to Contract Price or Contract Time. The Consultant's compliance with this process is a condition precedent to filing suit.

4. The Consultant further understands and agrees that, regardless of any case law decision to the contrary, the notice requirements of this PART B, Section 5.5, shall not be subject to or diminished by any claim on the part of the Consultant that the Authority or any person acting on behalf of the Authority, directed the Consultant to make changes in the Scope of Services or had actual or constructive knowledge of any changes in the Scope of Services. The Consultant further acknowledges that the time requirements and notice content requirements of this Section have the purpose, among others, of allowing the Project Manager and the General Manager, Purchasing, to evaluate claims related to changes in the Scope of Services contemporaneously with the Scope of Services that is the subject of the Claim and to be able to make decisions that may mitigate the cost of such changes.

PART B, ARTICLE 6. ACCESS AND RECORDS

6.1 Right of Entry.

1. Both the Consultant and the Authority will, upon reasonable notice, permit access to the other's facilities in connection with the performance under the Contract. Each party agrees to remove any of its representatives from the other's premises immediately upon request. Each party's representatives will, while on the premises of the other, comply with all of the other party's security and facility rules and regulations. Consent granted by the Authority to enter a facility will not create, nor be deemed to imply the creation of any additional responsibilities on the part of the Authority.
2. The Consultant will, while on the premises of the Authority, comply with all of the Authority's security, safety, and facility rules and regulations, including completing all required training. During any visit to the Authority's facilities, the Consultant will not interfere with the Authority's business operations.

6.2 Audit, Inspection, and Retention of Records.

The Consultant agrees to cooperate with the authorized representatives of the Authority including but not limited to, the Authority's Inspector General and auditors, the U.S. Department of Transportation, the Comptroller General of the United States, and the State of Illinois, who may inspect and audit all data and records of the Consultant relating to the Consultant's performance and its Subcontracts under this Contract from date of this Contract through and until the expiration of 5 years after termination of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Consultant agrees to maintain the same until 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.

The Consultant must maintain its books, records, documents, and other evidence, and adopt accounting procedures and practices sufficient to properly reflect all costs of whatever nature, claimed to have been incurred and anticipated to be incurred for or in connection with the performance of the Contract for 5 years after the final payment made in connection with this Contract. This system of accounting must be in accordance with generally accepted accounting principles and practices, consistently applied throughout.

No provision in this Contract granting the Authority a right of access to records and documents is intended to impair, limit, or affect any right of access to such records and documents that the Authority would have had in the absence of such provisions.

6.3 Obligation to Comply with the Authority's Inspector General Ordinance.

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

PART B, ARTICLE 7. DISPUTES

7.1 Disputes.

Any dispute concerning an adjustment to Contract Price or Contract Time or concerning other matters, which under the terms of the Contract are to be resolved pursuant to this Article 7, that is not resolved by the execution of a Change Order by both the Authority and the Consultant will be decided by the General Manager, Purchasing. In addition, Consultant may initiate the dispute process by sending a Notice of Dispute to the General Manager, Purchasing. The General Manager, Purchasing will reduce the decision to writing and send a copy of it by certified mail, return receipt requested, to the Consultant. The decision of the General Manager, Purchasing will be final and binding on the Consultant unless, within 30 days after receipt of a copy of a decision, the Consultant sends by certified mail, return receipt requested, a written appeal to the Authority's Vice President, Purchasing and Warehousing. In connection with such an appeal, the Consultant will have an opportunity to be heard and to offer evidence in support of its appeal. The decision of the Vice President, Purchasing and Warehousing will be final and binding on the Consultant unless the Consultant files an action to challenge the decision in a court of competent jurisdiction in Chicago, Illinois and the court determines the decision to be arbitrary and capricious or obtained by fraud. If the Consultant does not commence such an action for judicial review within 60 days after the Consultant receives a copy of the decision of the Vice President, Purchasing and Warehousing, the Consultant waives all right to seek judicial review. Nothing in this Section relieves the Consultant from diligently proceeding with performance of the Scope of Services under the Contract, as directed by the Authority.

PART B, ARTICLE 8. EVENTS OF DEFAULT AND TERMINATION

8.1 Termination for Cause and Notice of Default.

1. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing, may immediately terminate this Contract by issuing a notice of termination for cause to Consultant.
2. If the Consultant fails to perform any of its obligations under the Contract, the General Manager, Purchasing may also, at his or her sole discretion, notify the Consultant, in writing, that the Consultant is in default and provide the Consultant a cure period of up to 14 days. If the default cannot be cured within the cure period and the Consultant requests additional time to cure, the General Manager, Purchasing may extend the cure period in writing. If the Consultant fails to cure within the cure period (or if extended, the extended cure period), the General Manager, Purchasing may terminate the Contract by sending a notice of termination for default.
3. Termination of the Contract under this PART B, Section 8.1 will be effective upon the delivery of the written notice of termination. The General Manager, Purchasing's declaration and issuance of a notice of termination will be final.

8.2 Authority's Remedies upon Default.

Upon issuance of a notice of default to the Consultant, the Authority may invoke any or all of the following remedies, in addition to any other remedies available under the Contract, at law or in equity, or otherwise:

1. The right to stop payment to the Consultant.
2. The right to terminate the Contract.
3. The right to collect monetary damages, including but not limited to, all expert witness or other consultant fees, court costs, and reasonable attorney's fees that the Authority may incur in connection with any claim, suit, or action based upon, related to, or arising from, directly or indirectly, an event of default.
4. The right to deem the Consultant non-responsible in future contracts to be awarded by the Authority.

8.3 Authority's Remedies upon Termination.

Upon termination of the Contract, the Authority may invoke any or all of the remedies set forth in PART B, Section 8.2 and the following remedies:

1. In the event of a termination for cause, the Authority may hire a new consultant to complete the Scope of Services and the Consultant will be liable for all additional costs and changes incurred by the Authority because of the termination, including the excess cost of completing the Scope of Services. If the costs of completing the Scope of Services and the amounts paid to the Consultant by the Authority as part of the Contract Price exceeds the Contract Price (the "Additional Costs"), the Consultant will be liable for the Additional Costs and will pay such sum to the Authority immediately upon demand. In the event of termination, all Additional Costs incurred by the Authority, together with the cost of completing the Scope of Services, will be deducted from any moneys due or which may become due to the Consultant.
2. The right to setoff against any payments due or to become due to the Consultant under any other contract that the Consultant may have with the Authority.

8.4 Nonexclusivity.

Unless otherwise expressly stated, the remedies under the terms of this Contract are not exclusive of any other remedy. Each and every remedy is cumulative and in addition to any other remedy, existing now or hereafter, at law, or in equity.

8.5 Court Determination.

If the Contract is terminated by the Authority for default, and it is subsequently determined by a court that the termination was not justified, such termination will be deemed a termination for convenience, effective as of the date the Contractor received the original notice of termination and the provisions applicable to termination for convenience will apply.

8.6 Discretion of General Manager, Purchasing.

Whether to declare the Consultant in default and/or to terminate for cause is within the sole discretion of the General Manager, Purchasing and neither that decision nor the factual basis for it is subject to review or challenge under PART B, Article 7.

8.7 Termination for Convenience.

The Authority may terminate this Contract, in whole or in part, at any time by written notice to the Consultant when it is in the Authority's best interest. Upon delivery of written notice of termination, all

requested Scope of Services and any performance hereunder by the Consultant will cease to the extent specified in the notice of termination. In the event of termination in whole, the Consultant will submit a final invoice, within 30 days of such termination, reflecting the Scope of Services actually performed pursuant to this Contract. This final invoice will be to the satisfaction of the Authority and for items for which no previous invoice was submitted.

The Consultant will be paid its costs, including Contract closeout costs, and any agreed to profit on Scope of Services performed up to the time of termination. The Consultant will promptly submit its termination Claim to the Authority, in accordance with PART B, Section 5.5. The parties will negotiate a termination settlement to be paid to the Consultant. If the Consultant has any property in its possession belonging to the Authority, the Consultant will account for the same, and dispose of it in the manner the Authority directs.

Unless otherwise provided for in the Contract or by applicable statute, the records retention provisions of PART B, Section 6.2 apply to the Scope of Services terminated hereunder.

The Consultant must also include the requirements of this PART B, Article 8 in each subcontract exceeding \$10,000.

PART B, ARTICLE 9. INDEMNITY AND LIABILITY

9.1 Indemnity.

The Consultant must indemnify and hold harmless to the maximum extent permitted by law the Authority, its agents, Board members, officials, and employees (the "Authority Parties") against all injuries, death, losses, damages, claims, suits, liabilities, judgments, costs, and expenses that may in any manner accrue against the Authority as a consequence of the execution and award or performance of this Contract or which may in any way result therefrom whether or not it is alleged or determined that any loss for which the Authority seeks indemnity is caused or contributed to or was caused in whole or in part through the negligent act or omission of the Consultant or its employees Board members, officials or agents or any of its Subconsultants or any of their Board members, employees, officials, agents, or subconsultants (collectively the "Consultant Parties"); provided that this indemnity will not extend to circumstances where the loss, injury, death or damage is determined to be caused solely by the negligence of the Authority. The Consultant must, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising in connection with this indemnity. If any judgment is rendered against the Authority Parties, the Consultant must at its own expense satisfy and discharge the judgment. If the indemnity pursuant to this Section is not permitted by the applicable law, then, to the maximum extent permitted by law, the Consultant will make full contribution to the Authority for its percentage share of any liability that is attributable to the Consultant Parties' acts or omissions. The Consultant expressly waives any legal limitations on its liability to the Authority Parties for contribution, including but not limited to limitations related to the payment of workers compensation benefits. The Consultant expressly understands and agrees that any bond or insurance protection required by this Contract or otherwise provided by the Consultant, must in no way limit the Consultant's responsibility to indemnify and defend the Authority Parties pursuant to this Section. The indemnification contained herein will survive the termination of this Contract.

9.2 Limitation of Liability.

In carrying out any of the provisions of this Contract or in exercising any power or authority granted to them thereby, there will be no liability upon the board members, officials, agents or employees of the Authority, including without limitation the General Manager, Purchasing, and the Project Manager, either personally or as officials of the Authority, it being understood that in such matters they act as representatives of the Authority.

9.3 Joint and Several Liability.

In the event that the Consultant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof) then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Consultant will be the joint and several obligation or undertaking of each such individual or other legal entity.

PART B, ARTICLE 10. TIME

10.1 Time is of the Essence.

It is understood and agreed that **TIME IS OF THE ESSENCE OF THIS CONTRACT**, and the Consultant agrees to provide the Scope of Services in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete the Scope of Services in accordance with the time requirements specified in this Contract.

10.2 Time for Changes.

Any revisions to the Contract Time that result from Changed Services will be made in accordance with PART B, Article 5.

**PART B, ARTICLE 11. OWNERSHIP OF DOCUMENTS, INTELLECTUAL PROPERTY,
CONFIDENTIALITY**

11.1 Ownership of Documents.

All documents and other media, data studies, designs, intellectual property and reports, including without limitation, the Deliverables, developed in the performance of this Contract or provided as instruments of the Scope of Services are agreed to be the sole property of the Authority. During the performance of the Scope of Services, the Consultant will be responsible for any loss or damage to the materials herein enumerated while they are in its possession, and any such item lost or damaged will be restored at the expense of the Consultant. At any time, upon demand by the Authority, the Consultant must furnish to Authority, at the Authority's expense, a complete set of all such materials prepared by the Consultant and its Subconsultants as of the date of such demand. In the event of the Consultant's failure to comply with the Authority's demand hereunder, the parties hereby agree that any remedy at law would be inadequate and that the Authority will be entitled to appropriate injunctive and other equitable relief, including without limitation, the remedy of specific performance.

The Consultant agrees not to assert or authorize others to assert any rights or make any claim under the patent or copyright laws, or otherwise to any such documents and other materials referenced in this Section 11.1.

The Consultant, for a period of 5 years after the completion of the Contract, agrees to furnish all retained materials at the request of the Authority; provided that the Consultant will be permitted to retain a copy of such materials for the purpose of maintaining its records.

11.2 Confidential Information.

1. The Consultant, each Subconsultant, and its and their Board members, employees, officials, Subconsultants and agents ("Consultant Parties") will keep confidential all information furnished to it by the Authority or otherwise learned by it in the performance of the Scope of Services hereunder, as well as information prepared by or on behalf of the Consultant.

2. To the extent that the Authority specifically designates, orally or in writing, any information furnished by the Authority as confidential information ("Authority Confidential Information") such Authority Confidential Information and all information prepared by or on behalf of the Consultant based on Authority Confidential Information shall be subject to the provisions of this subparagraph 11.2.2. The Consultant will ensure the confidentiality of this information in a manner using at least as great a degree of care as the manner used to maintain the confidentiality of the Consultant's own most confidential information. All Consultant Parties with access to the Authority Confidential Information must sign a Confidentiality Statement certifying that such person or entity will not disclose, publish, or otherwise make available to any person or party the Authority Confidential Information protected by the Contract. The Consultant acknowledges that the disclosure of any Authority Confidential Information will give rise to irreparable injury to the Authority, which cannot be adequately compensated in damages. Accordingly, the Consultant agrees that the Authority may obtain injunctive relief against disclosure or threatened disclosure of the Authority Confidential Information, in addition to such other remedies that may be available to the Authority in law or at equity. This paragraph of the Contract will survive the termination of this Contract.

PART B, ARTICLE 12. SUBCONTRACTING & ASSIGNMENT

12.1 No Assignment of Contract.

The Consultant must not assign or sublet this Contract, in whole or in part, without the prior written approval of the General Manager, Purchasing. In no case will such written approval relieve the Consultant from its obligations or change the terms of the Contract.

12.2 No Assignment of Contract Funds.

The Consultant must not transfer or assign any Contract funds or claims due, or to become due, without first obtaining the written approval of the General Manager, Purchasing.

12.3 Subconsultants.

The Consultant must submit for approval a detailed breakdown of its Subconsultants under the Contract by name and costs. The Consultant may replace or substitute a Subconsultant only with the prior written approval of the Project Manager and General Manager, Purchasing.

The Consultant must require each Subconsultant to comply with all applicable provisions of this Contract but will not make this entire Contract part of any subcontract.

The Consultant must incorporate the following provisions into each agreement with a Subconsultant and require the same to be incorporated into all agreements with lower-tier Subconsultants:

1. PART B, Section 2.1 "Contract Interpretation"
2. PART B, Section 3.1 "Standard of Performance"
3. PART B, Section 4.5 "Taxes"
4. PART B, Article 6 "Access and Records"
5. PART B, Article 8 "Events of Default and Termination" (in all subcontracts in excess of \$10,000)
6. PART B, Article 9 "Indemnity and Liability"
7. PART B, Article 11 "Ownership of Documents, Intellectual Property, Confidentiality"
8. PART B, Article 13 "Advertising and Publicity"
9. PART B, Section 15.3 "Civil Rights"
10. PART B, Section 15.4 "Illinois Human Rights Act"
11. PART B, Section 15.7 "Authority Ethics Ordinance"

12. PART B, Section 15.8 "Program Fraud and False or Fraudulent Statements and Related Acts"
13. PART B, Section 15.9 "Foreign Trade Restrictions"
14. PART B, Section 15.10 "Conflict of Interest"
15. PART B, Section 15.12 "No Federal Obligation to Consultant or Others"
16. PART B, Section 15.13 "Obligation to Comply with Changes in Federal Laws and Regulations"
17. PART B, Section 15.14 "Incorporation of Federal Transit Administration (FTA) Terms"
18. PART B, Section 15.15 "Environmental Requirements"
19. PART B, Section 15.16 "Fly America"
20. PART B, Section 16.1 "Governing Law"
21. PART B, Section 16.2 "Jurisdiction"
22. All other provisions required by Regulations to apply to Subconsultants.

This provision does not and will not operate to relieve the Consultant of any duty or liability under the Contract nor does it create any duty or liability on the part of the Authority.

PART B, ARTICLE 13. ADVERTISING AND PUBLICITY

The Consultant must not disclose, use or refer to this Contract or any of its terms, or the name of the Authority in any advertising, publicity releases, promotional materials or materials distributed to existing or prospective customers, without the prior written consent of the Project Manager. Notwithstanding the above, Consultant may identify the Authority as a customer or client in a general customer reference list.

PART B, ARTICLE 14. REPRESENTATIONS OF CONSULTANT

In connection with the execution of this Contract, the Consultant represents and warrants:

1. That it, each of its joint venture members if a joint venture, and its Subconsultants, are not in default at the time of the execution of this Contract, or deemed by the General Manager, Purchasing to have, within 3 years immediately preceding the date of this Contract, been found to be in default, in connection with any contract awarded by the Authority.
2. That this Contract is feasible of performance in accordance with all of its provisions and requirements and that the Consultant can and will perform, or cause to be performed, the Scope of Services in accordance with the provisions and requirements of this Contract.
3. That, except only for those representations, statements, or promises expressly contained in this Contract, and any exhibits attached hereto and incorporated by reference herein, no representation, statement or promise, oral or in writing, or of any kind whatsoever, by the Authority, its officials, Board members, agents, or employees, has induced the Consultant to enter into this Contract or has been relied upon by the Consultant, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Contract; (ii) the general conditions which may in any way affect the performance of this Contract; (iii) the compensation provisions of the Contract; or (iv) any other matters, whether similar to or different from those referred to in (i) through (iv) immediately above, affecting or having any connection with this Contract, the negotiation thereof, any discussions thereof, the performance thereof or those employed therein or connected or concerned therewith.
4. That, Consultant acknowledges that the Authority, in its selection of the Consultant to perform the Scope of Services hereunder, materially relied upon the Consultant's response(s) to the

Authority's solicitation which is attached hereto as part of PART C, Exhibit 6 to the Contract, and the Consultant's oral presentation(s), if any.

PART B, ARTICLE 15. COMPLIANCE WITH ALL LAWS

15.1 Consultant's Compliance with All Laws.

The Consultant will at all times observe and comply with all laws, ordinances, Regulations, and codes of the Federal, State, City, Authority and other local government agencies that may in any manner affect the contents of the RFP or the performance of the Contract.

15.2 Permits and Licenses.

Unless otherwise expressly provided, the Consultant is fully responsible for identifying, requiring and obtaining, at its own expense, all permits and licenses necessary to provide the Scope of Services described in this Contract.

15.3 Civil Rights.

1. **Nondiscrimination.** In accordance with Title VI of the Civil Rights Act, as amended, 42 USC § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 USC § 12132, and Federal Transit Law at 49 USC § 5332, the Consultant agrees that it will not discriminate against any employee or applicant on the basis of race, color, creed, national origin, sex, age, or disability. In addition, the Consultant agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
2. **Equal Employment Opportunity.** The following equal employment opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 USC § 2000e, and Federal Transit Laws at 49 USC § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect Services provided under this Contract. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action will include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with all implementing requirements FTA may issue.
 - b. **Age.** In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 USC § 623 and Federal Transit Law at 49 USC § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.
 - c. **Disabilities.** In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 USC § 12112, the Consultant agrees that it will comply with the requirements of US

Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

3. During the performance of this Contract, the Consultant agrees as follows:

a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

c. The Consultant will send to each labor union or representative of workers with whom the representative has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority's General Manager, Purchasing, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation, and orders.

f. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies applied as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant must include the provisions of the above Paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the Federal Government contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

4. The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

15.4 Illinois Human Rights Act.

During the term of this Contract, the Consultant must:

1. Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
2. Comply with the procedures and requirements of the Illinois Department of Human Rights' regulations concerning equal employment opportunities and affirmative action.
3. Provide such information, with respect to its employees and applicants for employment, and assistance as the Department may reasonably request from time to time.
4. Have written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Consultant's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Illinois Human Rights Commission; (vi) directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and (vii) protection against retaliation as provided in Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105). A copy of the policies must be provided to the Illinois Department of Human Rights upon request.
5. The Consultant must include verbatim or by reference, the provisions of this Section 15.4 in every subcontract it awards under which any portion of its obligations under this Contract are undertaken or assumed, so that such provisions will be binding upon such Subconsultant. In the same manner as with other provisions of this Contract, Consultant will be liable for such Subconsultant's compliance with applicable provisions of this clause; and further it will promptly notify the Authority and the Illinois Department of Human Rights in the event that any Subconsultant fails or refuses to comply therewith. In addition, the Consultant must not utilize any Subconsultant 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.

15.5 Disclosure of Ownership.

Any person, business entity, or agency that submits a proposal for the purpose of contracting with the Authority is required to complete all certifications, forms and statements contained in the Authority's RFP.

15.6 State Energy Conservation Plan.

The Consultant must comply with all current standards and policies relating to energy efficiency which are contained in the State of Illinois Energy conservation plan issued in compliance with the Energy Policy and Conservation Act, which are incorporated in this Contract by reference.

15.7 Ethics Ordinance.

Consultant agrees to comply with the CTA Ethics Ordinance, CTA Ordinance No. 004-76, as amended from time to time, the provisions of which are hereby incorporated into this Contract. The Consultant agrees that, as provided by Section 5.3 of the CTA Ethics Ordinance, any contract negotiated, entered into, or performed in violation of any of the provisions of the Ethics Ordinance shall be voidable as to the Authority at the election of the Authority.

15.8 Program Fraud and False or Fraudulent Statements and Related Acts.

1. The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC § 3801 *et seq.* and United States Department of Transportation

regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to the Scope of Services. Upon execution of this Contract, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to this Contract or the FTA assisted project for which Scope of Services are being performed. In addition to other penalties that may be applicable, the Consultant 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 Consultant to the extent the Federal Government deems appropriate.

2. The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Authority or 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 USC § 5307, the Government reserves the right to impose the penalties of 18 USC § 1001 and 49 USC § 5307 (n)(1) on the Consultant to the extent the Federal Government deems appropriate.
3. The Consultant agrees to include the above 2 clauses in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clauses must not be modified, except to identify the Subconsultant that will be subject to the provisions.

15.9 Foreign Trade Restrictions.

The Consultant, and each Subconsultant certifies that it:

1. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. Has not knowingly entered into any Contract or Subcontract for the Scope of Services with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list; or
3. Has not procured any product nor subcontracted for the supply of any product for use on this Contract that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR Part 30.17, no Contract will be awarded to a Subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on this Contract, the FTA may direct, through the Authority, cancellation of the Contract at no cost to the Government or the Authority. Further, Consultant agrees that it will incorporate this provision for certification without modification in each subcontract. The Consultant may rely on the certification of a prospective Subconsultant unless the Consultant has knowledge that the certification is erroneous. The Consultant will provide immediate written notice to the Authority if it learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

Further, the Consultant must provide immediate written notice to the Authority if the Consultant learns that its certification or that of a Subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances.

Each Subconsultant must agree to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the Contract award. If it is later determined that the Consultant or any Subconsultant of any tier knowingly

rendered an erroneous certification, the FTA may direct, through the Authority, cancellation of the Contract or Subcontract for default at no cost to the Federal Government or the Authority.

Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America, and making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

15.10 Conflict of Interest.

1. No Board member, officer or employee of the Authority or other unit of local government, who exercises any functions or responsibilities in connection with the carrying out of the Scope of Services or the carrying out of the Scope of Services to which this Contract pertains, may have any personal interest, direct or indirect, in this Contract or the proceeds thereof.
2. In accordance with 41 USC § 22, the Consultant agrees that no member of or Delegate to the Congress of the United States, or the Illinois General Assembly and no members of the Chicago Transit Board or Authority employees, may be admitted to any share or part of this Contract or to any private financial interest, profit, or benefit arising herefrom.
3. The Consultant covenants that it, its officers, directors and employees, and the officers, directors, and employees of such of its members if a joint venture, and Subconsultants presently have no interest and will not acquire any interest, direct or indirect, in the Scope of Services to which this Contract pertains, which would conflict in any manner or degree with the performance of the Services hereunder. The Consultant further covenants that, in the performance of this Contract, no person having any such interest will be employed by the Consultant.
4. An organizational conflict of interest exists when the nature of work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or subcontractor or impair its objectivity in performing the Contract. The Consultant is prohibited from performing any work or services for the Authority that conflict with work or services that the Consultant performs under any other contract with the Authority. The restrictions in this paragraph are applicable to all Subconsultants. The Consultant has sole responsibility for compliance with this provision. Any violation of this provision is a material breach of the Contract, which is cause for termination.

15.11 No Exclusionary or Discriminatory Specifications.

Apart from inconsistent requirements imposed by Federal statute or regulations, the Consultant agrees to comply with the requirements of 49 USC § 5323 (h)(2) by refraining from using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

15.12 No Federal Government Obligation to Consultant or Others.

1. The Consultant acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the award of this Contract, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the Consultant, or any other person (whether or not a party to this Contract) in connection with this Contract or pertaining to any matter resulting from this Contract or the Scope of Services.
2. The Consultant agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause must not be modified, except to identify the Subconsultant who will be subject to its provisions.

15.13 Obligation to Comply with Changes in Federal Laws and Regulations.

The Consultant will at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the "Master Agreement" (Form FTA MA (8) dated October 2001) between the Authority and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Consultant's failure to so comply will constitute a material breach of this Contract.

15.14 Incorporation of Federal Transit Administration (FTA) Terms.

The preceding provisions include, in part, certain Standard Terms and Conditions required by the US DOT, whether or not expressly set forth in the preceding Contract provision. All requirements of the DOT, as set forth in the most recent effective version of FTA Circular 4220.1, and as amended from time to time, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms will be deemed to control in the event of a conflict with other provisions contained in this Contract. The Consultant must not perform any act, fail to perform any act, or refuse to comply with any Authority requests that would cause the Authority to be in violation of the FTA terms and conditions.

15.15 Environmental Requirements.

For all contracts exceeding \$100,000 in Contract Value, the Consultant must comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq, and the Clean Air Act, as amended, 42 USC § 7401 et seq. The Consultant also must report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required, to the FTA and the appropriate US EPA Regional Office.

The Consultant must also include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

15.16 Fly America.

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

PART B, ARTICLE 16. GOVERNING LAW AND JURISDICTION

16.1 Governing Law.

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles.

16.2 Jurisdiction.

The Consultant hereby irrevocably submits, and will require and cause its Subconsultants to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract. The Consultant agrees that service of process on the Consultant may be made, at the option of the Authority, either by registered or certified mail addressed to the applicable office

as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Consultant, or by personal delivery on any officer, director, or managing or general agent of the Consultant

PART C: INDEX OF EXHIBITS

EXHIBIT 1. SCOPE OF SERVICES

- 1.1 Services
- 1.2 Deliverables
- 1.3 Project Schedule/Contract Time

EXHIBIT 2. PAYMENT SCHEDULE

EXHIBIT 3. CONSULTANT'S KEY PERSONNEL AND AUTHORITY PROJECT MANAGER

EXHIBIT 4. CONSULTANT'S BEST AND FINAL OFFER

EXHIBIT 5. THE AUTHORITY'S RFP DOCUMENT

EXHIBIT 6. CONSULTANT'S TECHNICAL AND PRICE PROPOSALS (including completed certifications)

EXHIBIT 7. SPECIAL CONDITIONS

- CONSULTANT'S COMPLETED DBE PROPOSAL (including DBE certification)
- [LIST ADDITIONAL SPECIAL CONDITIONS PREPARED BY AUTHORITY, IF ANY]

EXHIBIT 8. INSURANCE REQUIREMENTS

[ATTACHED] OR [NONE REQUIRED]

EXHIBIT 9. SUPPLEMENTAL MATERIAL

[ATTACHED] OR [NONE REQUIRED]

Appendix C

Special Conditions Disadvantaged Business Enterprise (DBE) Requirements

**SPECIAL CONDITIONS—
DISADVANTAGED BUSINESS ENTERPRISE COMMITMENT
REQUEST FOR PROPOSALS AND LETTERS OF
INTEREST AND QUALIFICATIONS**

I. POLICY AND TERMS

- A. The policy of the Chicago Transit Authority is to create a level playing field on which Disadvantaged Business Enterprises (DBE) as defined in United States Department of Transportation (USDOT) Regulation 49 C.F.R. Part 26 can compete fairly for contracts financed in whole or in part with federal funds.
- B. The Authority has established the following DBE participation goal for this project:

Disadvantaged Business Enterprise Goal: 0%

- C. **The submitted LIQ proposal is to include a written commitment that the proposer will comply with the DBE goal by utilizing a DBE firm as a joint venture partner and/or a subcontractor.**
- D. The DBE participation goal shall be expressed as a percentage of the total contract price. The proposer may also meet the goal by showing good faith efforts to meet the goal as described in 49 C.F.R. Part 26 and as set forth in Section V below. **Any evidence of good faith efforts to utilize a DBE joint venture partner must be submitted with the sealed proposal or the proposal will be rejected in its entirety.**
- E. The DBE participation goal shall apply to the total dollar value of this contract, inclusive of all amendments, modifications, options, and change orders. The proposer agrees to make its best effort to include DBE participation in any contract modification work.
- F. The goal may be met, as further explained in Section IV hereof, by the proposer's status as a DBE, **by a joint venture** with one or more DBEs, by subcontracting a portion of the work to one or more DBEs, by the purchase of materials used in the performance of the contract from one or more DBEs or by any combination of the above or through a showing of good faith efforts as defined in Section V hereof.
- G. A proposer who fails to meet the DBE goal and fails to demonstrate sufficient and reasonable good faith efforts shall not be eligible to be awarded the contract. All documentation of good faith efforts by a proposer **must** be included in the envelope or package containing the proposal.
- H. The Authority prohibits agreements between a proposer and a DBE in which the DBE promises not to provide subcontracting quotations to other proposers.

II. DEFINITIONS

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

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

- B. “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.
- C. “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. Proposers are responsible for verifying the current certification status of all proposed DBE’s.
- D. “Good Faith Efforts”** means efforts to achieve a DBE contract goal as specified in 49 CFR, Part 26 and Section V hereof.
- E. “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. Proposers 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.

- F. “LIQ”** means a Letter of Interest and Qualifications.
- G. “Proposal”** includes the following Authority purchasing requests: Request for Proposals (RFP).
- H. “Proposer”** includes bidders, consultants and contractors as well as proposers. The terms “Proposer,” “Consultant,” “Bidder” and “Contractor” may be used interchangeably in these Special Conditions.
- I. “Purchasing Agent”** means the Authority employee who holds the position of General Manager, Purchasing, or the successor position.
- J. “Small Business Concern”** means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or groups of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$19.570 million, or as revised from time to time, over the three (3) previous fiscal years.
- K. “Socially and Economically Disadvantaged Individuals”** means any individual who is a citizen of the United States (or lawfully admitted permanent residents) and who is in the following groups, the members of which are rebuttably presumed to be socially and economically disadvantaged:
 - 1. “Black Americans”**, which includes persons having origins in any of the Black racial groups of Africa;
 - 2. “Hispanic Americans”**, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

3. **“Native Americans”**, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
4. **“Asian-Pacific Americans”**, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Thailand, Malaysia, Indonesia, Vietnam, Laos, Cambodia (Kampuchea), the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific (Republic of Palau), and the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Jauvlu, Nauru, Federated States of Micronesia or Hong Kong; and
5. **“Subcontinent Asian Americans”**, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka.
6. **Women.**
7. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The General Manager, DBE Program, may determine on a case-by-case basis that individuals who are not members of one of the above-listed groups are socially and economically disadvantaged.

L. **“USDOT” or “DOT”** refers to the U.S. Department of Transportation.

III. JOINT VENTURES

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

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

IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL

The inclusion of any DBE by the proposer in its proposal documents shall not conclusively establish the proposer's eligibility for full DBE credit for the firm's participation in the contract. The amount of DBE participation credit shall be based upon an analysis by the General Manager, DBE Program, of the specific duties which will be performed by the DBE.

The proposer may count toward its DBE goal only expenditures to firms which are currently certified by the IL UCP and which perform a commercially useful function. A firm is considered to perform a commercially useful function when it is responsible for the performance of a distinct element of the work and carries out its responsibilities by actually performing, managing and supervising the work involved.

To determine whether a firm is performing a commercially useful function, the General Manager, DBE Program, will evaluate the amount of work subcontracted, industry practices and other relevant factors. The General Manager, DBE Program, reserves the right to deny or limit DBE credit to the proposer 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 proposer 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 proposer 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 proposer 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 proposer 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 proposer may count towards its DBE goal expenditures to DBEs which are not manufacturers or regular dealers, such as fees or commissions charged for services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies and transportation charges as set forth in 49 C.F.R. Part 26. However, the General Manager, DBE Program, must determine the fee or charge to be reasonable and not excessive as compared with fees or charges customarily allowed for similar services.
 - G. The proposer 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 proposer must make good faith efforts to meet the DBE participation goal set forth in the contract. The proposer must document the good faith efforts it made in that regard. Thus, the Proposal submitted to the Authority must be accompanied by written documentation prepared by the proposer 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 proposer consider all qualified DBEs, who express an interest in performing work under the contract. This means that the proposer cannot reject a DBE as unqualified unless the proposer 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 proposals 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 proposer 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 proposal and the type of contract involved.

- A. Attendance at a pre-proposal 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 proposals are due. If 20 days are not available, publication for a shorter reasonable time is acceptable.
- C. Written notification to capable DBEs that their interest in the contract is solicited.
- D. Documentation of efforts to negotiate with DBEs for specific sub-contracts including at a minimum:
 - 1. The names, addresses, and telephone numbers of DBEs that were contacted and the date(s) of contact.
 - 2. A description of the information provided to DBEs regarding the plans and specifications for portions of the work to be performed.
 - 3. A statement explaining why additional agreements with DBEs were not reached.
- E. For each DBE the proposer contacted but rejected as unqualified, the reason for the proposer's conclusion.
- F. Documentation of efforts made to assist the DBEs contacted that needed assistance in obtaining bonding or insurance required by the proposer 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 proposer has broken out contract work items into economically feasible units in fields where there are available DBE firms to perform the work.
- I. Evidence that adequate information was provided to interested DBEs about the plans, specifications and requirements of the contract, and that such information was communicated in a timely manner.
- J. Documentation of any efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials or related assistance or services.

VI. GOOD FAITH EFFORTS RECONSIDERATION

If it is determined that the apparent successful low proposers have failed to meet the requirements of the contract goal/good faith efforts, the Authority will provide them with **ONE** opportunity for administrative reconsideration, before the Authority awards the contract. This reconsideration will include the following:

- A. The proposer 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 proposal met the DBE goal and/or showed good faith efforts to do so.
- B. The Authority's Reconsideration Officer will review the evidence presented by the proposer and issue a written determination that the proposer 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, its funding agencies or the USDOT.
- D. The Authority will not award a contract to any proposer who does not meet the contract DBE participation goal or show good faith efforts to meet that goal. Thus, it is essential that all proposers submit ALL relevant documentation concerning the DBE goal and/or good faith efforts in the envelope or package containing their sealed proposal or upon request from the Authority prior to award of the Proposal.

VII. PROCEDURE TO DETERMINE COMPLIANCE WITH PROPOSAL REQUIREMENTS

The proposer must complete and sign Schedules C and D to the Contract documents and must sign Schedule C. Schedule C **MUST** be completed and signed by the DBE subcontractor(s). All three Schedules **MUST** be submitted at the same time as or prior to submittal of the sealed proposal or promptly upon request from the Authority, when applicable. In addition, any documentation evidencing the proposer's good faith efforts to meet the contract DBE goal must be submitted concurrently with submission of said Schedules. Any proposers submitting proposals without completed and executed Schedules B, C & D and/or evidence of good faith efforts, if applicable, will be deemed non-responsible. Proposers who have not submitted Schedules B, C and D with their proposals and who do not submit such Schedules promptly upon request from the Authority, will have their proposals rejected by the Authority.

A. Letters of Certification

- 1. A copy of each proposed DBE firm's current Letter of Certification or Re-certification from the IL UCP must be submitted with the proposal. **ALL CERTIFICATIONS BY THE IL UCP MUST BE PRE-CERTIFICATIONS as set forth in 49 CFR Part 26.55. This means that the DBE's certification must be issued by the IL UCP before the due date for proposals.**
- 2. All Letters of Certification or Re-certification issued by the IL UCP include a statement of the DBE firm's area of specialization and appropriate DBE goal credit (see Section IV. COUNTING DBE PARTICIPATION TOWARD THE CONTRACT GOAL). The DBE firm's scope of work set forth on Schedule C must conform to its stated area of specialization. Where a DBE is proposed to perform work not covered by its area of specialization, the DBE firm must request an expansion of its area of specialization from the Authority in writing plus any other documentation required by the Authority to process said request prior to the time set by the Authority for proposal opening. Further, the DBE's request must be agreed to by the General Manager, DBE Program, and the DBE firm must be certified prior to **DUE DATE OF PROPOSALS**.

B. Joint Ventures

- 1. Where the proposer proposes to include in its proposal a DBE, which is a joint venturer, the proposer must submit a fully executed copy of the joint venture agreement with its proposal. The joint venture agreement must show that the DBE firm will be responsible for a clearly defined portion of the work

to be performed, and that the DBE firm's capital contribution, control, management, risks and profits are commensurate with its ownership interest.

2. Further, the proposed joint venture agreement shall include specific details related to: 1) contributions of capital and equipment; 2) work items to be performed by the DBE's own forces; 3) work items to be performed under the supervision of the DBE; 4) the DBE management, supervisory and operating personnel to be dedicated to the performance of the project; and (5) the authority of each joint venturer to contractually obligate the joint venture and to expend funds. Failure to submit a copy of the joint venture agreement will cause the firm to be considered by the Authority to be non-responsible.

VIII. REPORTING REQUIREMENTS DURING THE TERM OF THE CONTRACT

- A. The proposer shall, within five (5) calendar days of contract award, or prior to any work being performed by the DBE subcontractor, execute written subcontracts or purchase orders with the DBE subcontractors included in the proposal. In the event the proposer cannot complete the agreement with one or more DBE subcontractors within this five day period, the proposer must provide a written explanation for the delay and an estimated date by which the written agreement will be completed to the General Manager, DBE Program. These written agreements shall be made available to the General Manager, DBE Program, upon request. All contracts between the proposer and its subcontractors must contain a prompt payment clause as set forth in Section IX herein.
- B. During the term of annual contracts, the proposer shall submit regular "Status Reports of DBE Subcontract Payments" in a form acceptable to the Authority. The frequency with which these reports are to be submitted, will be determined by the General Manager, DBE Program, but in no event will reports be required less frequently than quarterly. **In the absence of written notice from the General Manager, DBE Program, the proposer's first "Status Report of DBE Subcontract Payments" will be due ninety (90) days after the date of contract award, with additional reports due quarterly thereafter.**
- C. In the case of a one-time procurement with either a single or multiple deliveries, a "Status Report of DBE Subcontract Payments," in a form acceptable to the Authority, indicating final DBE payments shall be submitted directly to the General Manager, DBE Program. The information must be submitted prior to or at the same time as the proposer's final invoice to the Authority user department identified in the solicitation. (NOTICE: The original invoices must be submitted directly to the Authority's department identified in the contract documents and the Status Report of DBE Subcontract Payments must be submitted directly to the General Manager, DBE Program.) **Failure to follow these directions may delay final payment.**
- D. The address for the General Manager, DBE Program, is: CTA General Manager, DBE/EEO Programs/Contract Compliance Department, 567 W. Lake Street, P.O. Box 7562, Chicago, IL 60680-7562.

IX. PROMPT PAYMENT TO SUBCONTRACTORS

- A. The Contractor is required to pay all Subcontractors for all work that the Subcontractor has satisfactorily completed, no later than five (5) 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 5 days of the date that the Contractor has received payment from the Authority.
- B. In addition, all Retainage amounts must be paid by the Contractor to the Subcontractor no later than fourteen (14) calendar days after the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work. All of the Contractor's contracts with its Subcontractors must state that the Subcontractor will receive payment of Retainage within fourteen (14) calendar days of the date that the Subcontractor has, in the opinion of the VP Construction, satisfactorily completed its portion of the Work.

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

X. DBE SUBSTITUTIONS

- A. Arbitrary changes by the proposer of the commitments previously indicated in **Schedule D** are prohibited. No changes may be made by the proposer to the DBE firms listed on Schedule D after the opening of proposals but prior to contract award. However, in the event the Purchasing Agent, after consulting with the DBE Department, determines that a critical DBE subcontractor is non-responsible, the Authority may require that proposer replace the non-responsible DBE subcontractor prior to contract award. In that event, proposer must replace the non-responsible DBE subcontractor with a responsible, certified DBE subcontractor or show adequate good faith efforts as set forth Section V hereof, must submit all information required in subsection C.5 hereof, and must receive the prior written approval of the General Manager, DBE Program for such substitution.
- B. Further, after entering into each approved DBE subcontract, the Contractor shall neither terminate the subcontract for convenience, nor reduce the scope of the work to be performed by the DBE, nor decrease the price to the DBE, without receiving prior written approval of the General Manager, DBE Program. Such approval is required even if the DBE agrees with the change to the DBE's contract desired by the Contractor.
- C. It may become necessary, at times, to substitute a new subcontractor in order to complete the contract work. The substitution procedure to be followed is:
 - 1. The Contractor must immediately notify the General Manager, DBE Program, in writing, of the proposed substitution of subcontractor. The Contractor's notification must include the specific reasons it intends to reduce the scope of or terminate a DBE subcontract; adequate documentation to support the Contractor's proposed action; and a proposed substitute firm to complete the DBE's portion of work.
 - 2. The following is a non-exclusive list of the types of reasons, which justify substitution: the DBE was found not to be able to perform, or not to be able to perform on time; the DBE's work product was not acceptable; the DBE demands an unreasonable escalation of its price.
 - 3. The following is a non-exclusive list of the types of reasons which do not justify substitution: a replacement firm has been recruited by the Contractor to perform the same work under more

advantageous terms; performance issues by the DBE were disputed and every reasonable effort to have the dispute resolved or mediated has not been taken; the DBE has requested a reasonable price escalation which may be justified due to unforeseen circumstances (e.g., a change in scope of DBE's work).

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

- C. The Authority will not approve extra payment for escalated costs incurred by the Contractor when a substitution of subcontractors becomes necessary in order to comply with the DBE requirements of the contract.

XI. NON-COMPLIANCE

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

2. Arbitration procedures. If requested by the DBE, the DBE shall have the right to initiate binding arbitration of any dispute concerning damages suffered as a result of being underutilized. A DBE desiring to arbitrate must notify the Contractor in writing to initiate the arbitration process. Unless the affected parties agree to a different schedule in writing, within ten (10) days of receipt by the Contractor of the intent to arbitrate from the DBE, the above-described disputes must be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601. All such arbitrations must be initiated by the DBE filing a demand for arbitration with the AAA; must be conducted by the AAA; and must be held in Chicago, Illinois.
 3. Fees. All fees of the arbitrator are the initial responsibility of the DBE; provided, however, that the arbitrator is authorized to award reasonable expenses, including attorneys' and arbitrator fees, as damages to a prevailing DBE.
 4. Entry of judgment. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
- C. If the Contractor does not pay any subcontractor listed on a pay request or return a subcontractor's retainage within the time limits required under the prompt payment provision set forth in Section VIII hereof, the Contractor must pay the subcontractor an additional amount for interest at the lower of one percent (1%) per month or the highest lawful rate on the outstanding balance, for each month, prorated per diem for any partial month, that the Contractor fails or refuses to pay the subcontractor. All agreements between the Contractor and its subcontractors must provide for interest as set forth herein.
- D. The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate.

The Contractor agrees to include this assurance in all subcontracts.

XII. RECORD KEEPING

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

The proposer must also create a bidders list, consisting of information about all subcontractors that submitted a proposal or quote. The bidders list will include the name, address, DBE/non-DBE status, age of firm and the appropriate range of annual gross receipts. Failure to submit this information will result in the firm being deemed non-responsible for the contract.

XIII. MINORITY FINANCIAL INSTITUTIONS

The proposer is directed to demonstrate good faith efforts to utilize financial institutions owned and controlled by socially and economically disadvantaged individuals. Use of such institutions may be considered by the Authority as evidence of proposer's willingness to do business with DBEs. Information about such institutions is available in

the Authority's DBE Program Directory, which is available on-line at www.transitchicago.com and a hard copy is available at the Authority's DBE Program Office, 567 West Lake Street, 4th floor, Chicago, Illinois 60661-1498.

Technical Assistance Agencies

The following agencies are available to the prospective proposers for assistance.

Asian American Alliance 222 W. Cermak Road, #303 Chicago, IL 60616 Ph: (312) 326-2200 Website: asianamericanalliance.com	Cosmopolitan Chamber of Commerce* 1455 South Michigan Avenue, Ste. #240 Chicago, IL 60604 Ph: (312) 786-0212 E-mail: cchamber@ameritech.net
Black Contractors United (BCU) 400 W. 76 th St., Suite 200 Chicago, IL 60620 Ph: (773) 483-4000 E-mail: bcunewera@ameritech.net	Federation of Women Contractors 330 S. Wells, Suite 1110 Chicago, IL 60606 Ph: (312) 360-1122 E-mail: fwcchicago@aol.com
Bond Guarantee Program Surety Bond <i>c/o Carol Harris</i> 500 W. Madison St., Suite 1250 Chicago, IL 60661 Ph: (312) 353-4528 Fax: (312) 353-1160 E-mail: carol.harris@sba.gov	Hispanic-American Construction Industry* (HACIA) 901 W. Jackson Blvd., Suite #205 Chicago, IL 60607 Ph: (312) 666-5910 Website: www.hacia.org
Chicago Minority Business Development 11 S. LaSalle Ste. #850 Chicago, IL 60603 Ph: (312) 263-0105 Fax: (312) 263-0280 Website: cmbdc.org	Latin American Chamber of Commerce of Illinois* 3512 W. Fullerton Chicago, IL 60647 Ph: (773) 252-5211 Website: www.lacc1.com
Chicago Urban League 1818 S. Paulina Chicago, IL 60653 Ph: (773) 285-5800 Website: cul-chicago.org	Mexican-American Chamber of Commerce 122 S. Michigan Avenue, Suite.#1705 Chicago, IL 60603 Ph: (312) 554 - 0844 Website: maccbusiness.com
Chicagoland Chamber of Commerce & Industry 330 N. Wabash, Suite #2800 Chicago, IL 60611 Ph: (312) 494-6700 Website: chicagolandchamber.org	NAWBO NET 330 S. Wells, Suite 1110 Chicago, IL 60606 Ph: (312) 322-0990 Website: nawbochicago.org

Rainbow/Push Coalition 930 E. 50 th Street Chicago, IL 60615 Website: www.rainbowpush.org	Women's Business Development Center <i>c/o Hedy M. Ratner</i> 8 South Michigan Avenue, Suite #400 Chicago, IL 60603 Ph: (312) 853-3477 Fax: (312) 853-0145 Website: www.wbdc.org
--	--

Project Information/DBE Directory of Certified local and Out-of-State Construction and Design DBEs.

Chicago Transit Authority Project Information <i>c/o Reginald B. Lovelace</i> Purchasing Department 567 W. Lake Street P.O. Box 7554 Chicago, IL 60680-7554 Ph: (312) 681-2400 Fax: (312) 681-2496 E-mail: rlovelace@transitchicago.com	Chicago Transit Authority DBE Information <i>c/o Pamela Beavers</i> DBE/EEO Programs/Contract Compliance Dept. 567 W. Lake Street P.O. Box 7562 Chicago, IL 60680-7562 Ph: (312) 681-2600 Fax: (312) 681-2697 E-mail: pbeavers@transitchicago.com
---	---

Schedule B

AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

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

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

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

DBE ownership percentage(s): _____
Non-DBE ownership percentage(s): _____

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

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

1. Sharing of profit and loss: _____
2. Capital contributions:
 - (a) Dollar amounts of initial contribution: _____
 - (b) Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment *(specify types, quality and quantities of equipment to be provided by each venturer)*:

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

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

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

A. Joint venture check signing:

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

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. *(Identify by name and firm only):*

1. Supervision of field operations: _____

2. Major purchases: _____

3. Estimating: _____

4. Engineering: _____

IX. Financial Controls of Joint Venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of their compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

Schedule B
AFFIDAVIT OF DBE/NON-DBE JOINT VENTURE

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

Any material misrepresentation will be grounds for terminating any contract, which may be awarded, and for initiating action under federal or state laws concerning false statements.

NOTE: *If, after filing this Schedule B and before the completion of the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the General Manager, DBE Program directly in writing or through the prime contractor if the joint venture is a subcontractor.*

_____ Name of DBE Partner Firm	_____ Name of Non-DBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant (Type or Print)	_____ Name and Title of Affiant (Type or Print)
_____ Date	_____ Date

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

(Name of Joint Venture)

personally known to me as the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

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

Signature of Notary Public

My Commission Expires: _____

SEAL

LETTER OF INTENT FROM DBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Name of Project/Contract: _____

Requisition No.:

Job Order No.:

To: _____ and the Chicago Transit Authority
(Name of Prime Contractor)

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named project/contract:

[illegible]

Sub (or Grand) Total: \$ _____

Multi-Phase Project(s). For those projects that are multi-phase, please indicate the phase in which the DBE will be performing work:

**Schedule C:
LETTER OF INTENT FROM DBE**

Sub-Contracting Levels

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

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

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

NOTICE: IF MORE THAN THIRTY PERCENT (30%) OF THE DOLLAR AMOUNT OF THE DBE's SCOPE OF WORK WILL BE SUBLET, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUBLET MUST BE ATTACHED TO THIS SCHEDULE.

The undersigned will enter into a formal written agreement for the above work with you as Prime Contractor, conditioned upon your execution of a contract with the Chicago Transit Authority, and will do so within (5) five calendar days of your receipt of a signed contract from the Chicago Transit Authority.

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

Name/Title (Print)

Date

Phone

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

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

Name/Title (Print)

Date

Phone

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

(Name of DBE company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL

Schedule D: DBE UTILIZATION PLAN

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

Name of Project/Contract: _____

Requisition No.: _____

Job Order No.: _____

State of _____

County (City) of _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

_____ and duly authorized representative of
(Title of Affiant)

(Name of Prime Contractor)

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

[illegible]

Total Dollar Amount for All DBE Contracts Listed Above: \$

**Schedule D:
AFFIDAVIT OF PRIME CONTRACTOR**

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

The undersigned will enter into formal agreements with all listed DBE firms for work as indicated by this
Schedule D and accompanying Schedules, and will enter into such agreements within five (5) calendar days
after receipt of the contract executed by the Chicago Transit Authority. In the event the Prime Contractor
cannot meet said five (5) day schedule, it must provide a written explanation for the delay and an estimate
date by which the written agreement will be completed.

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

(Name - Please Print or Type)

(Phone)

I do solemnly declare and affirm under penalty of perjury that the contents of the foregoing document are
true and correct, and that I am authorized on behalf of the Prime Contractor to make this affidavit.

(Name of Prime Contractor – Print or Type)

(Signature)

(Name and Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

Signature of Notary Public

My Commission Expires: _____

SEAL _____

NAME OF PRIME BIDDER

BIDDERS LIST

BID NO. _____

DATE: _____

JOB ORDER NO. _____

BID DUE DATE: _____

BUS. PHONE NO. _____

ADDRESS: _____

CITY: _____

STATE: _____

CONTACT PERSON: _____

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

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

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

Appendix D

Bid Protest Procedures

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
P.O. Box 7560
Chicago, IL 60680-7560**

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 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 protestor knew or should have known of the violation.

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

Appendix E

Certification of Primary Regarding Debarment

**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 fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

(Signature and Title of Authorized Official)

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

Appendix F

CERTIFICATION – Lower Tier Participant Regarding Debarment

(Must be completed by all proposed Sub-Contractors)

**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.

Appendix G

CERTIFICATION - Lobbying

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)

Appendix H

CERTIFICATION – Drug-free Workplace

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 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 in 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:
 - (1) Operating a revenue service vehicle, including when not in revenue service;
 - (2) Operating a non-revenue service vehicle, when required to be operated by a holder of a commercial Driver's License;
 - (3) Controlling dispatch or movement of a revenue service vehicle;
 - (4) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service; or
 - (5) Carrying a firearm for security purposes.
7. 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, 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)

Appendix I

Disclosure of Ownership

(Must be completed by Prime Contractor and all proposed Sub-Contractors)

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.

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
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION - THIS PAGE MUST BE EXECUTED

Appendix J

Brief History of Your Company

BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Local Contact Person: _____

Title: _____

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

E-Mail: _____

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.

<u>Firm Name</u>	<u>Contact Person</u>	<u>Telephone</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Appendix K

Non-Disclosure Statement

RFP NON-DISCLOSURE STATEMENT CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP"), **Requisition No. C08FR100719707 for Web-Based Diversity Management Software System Services:** _____

_____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP. Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.
2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.
3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.

4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.
5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

RFP NON-DISCLOSURE STATEMENT SUB-CONSULTANT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP") **Requisition No. C08FR100719707 for Web-Based Diversity Management Software System Services:**

("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP. Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.
2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.
3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.

4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.
5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

Appendix L Vendor References Form

Reference Contact Information			
Reference Name		Initial Date of Work with Contact	
Contact Name		Original Contract Term	
Address		Any Contract Extensions	
		Termination Date of Contract	
		Reason for Termination	
Contact Title		Telephone Number	
E-mail		Fax Number	
Nature of Relationship with Company			
Approximate \$ Size of the Contract			
Services provided/Software Implemented			
Name of Vendor Project Manager and Client Project Manager			
Detailed Description of Your Responsibilities			
Roles & Responsibilities:			
Were you the Prime Contractor?			
Subcontractors & Responsibilities:			

Appendix M

Insurance Requirements

**CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS**

[Short Form rev. 12/04/02]

REQUISITION NUMBER: **C08FR100719707**

SPECIFICATION NUMBER CTA: _____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE AND/OR PROFESSIONAL LIABILITY ARE REQUIRED BY PART III OF THIS DOCUMENT.

There are three ways to satisfy the CTA's insurance requirements for Comprehensive General Liability, Owners Protective Liability, Builder's Risk and Professional Liability. For Comprehensive General Liability, Owners Protective Liability, Builder's Risk and Professional Liability the Contractor must provide the CTA with one of the following insurance documents:

- a) certified copy of the insurance policy,
- b) an insurance binder, *or*
- c) the CTA Certificate of Coverage on the CTA approved form. The CTA Certificate of Coverage may be completed only by an authorized representative of the insurance company, an agent, broker, or underwriter.

2. HOW TO COMPLY IF *RAILROAD PROTECTIVE INSURANCE* IS REQUIRED BY PART III OF THIS DOCUMENT.

There are two ways to satisfy the CTA's insurance requirements for Railroad Protective. The Contractor must provide the CTA with one of the following insurance documents:

- a) certified copy of the insurance policy *or*
- b) an insurance binder

Method b is a temporary method that is valid only for 90 days. A certified copy of the railroad protective insurance policy must be furnished prior to the expiration of this 90 day period.

3. HOW TO COMPLY FOR ALL OTHER TYPES OF REQUIRED INSURANCE.

For all other insurance required by Part III of this document, an ACORD™ certificate is acceptable.

B. DEADLINE FOR INITIAL SUBMITTAL OF CONTRACTOR'S INSURANCE AND BOND DOCUMENTS.

The Contractor must furnish all required insurance and performance and payment bond documents within fourteen days of the date that the Contractor receives a letter (the "Insurance Submittal Letter") from the CTA's General Manager of Purchasing requesting the Contractor to submit the documents required by these Insurance and Bond Requirements. CTA will not execute the Contract until the required insurance and bond documents are delivered to CTA and approved by CTA. Failure to deliver the required documents within

fourteen days of receipt of the Insurance Submittal Letter is a material failure to comply with the specifications and may result in any or all of the following at the CTA's sole discretion:

1. debarment or suspension, and
2. determination of Contractor non-responsibility.

C. CTA ADDRESS.

All notices and documents must be mailed to the CTA at:

Chicago Transit Authority
General Manager Purchasing
P.O. Box 7560
Chicago, IL 60680-7560

D. OBLIGATION TO MAINTAIN CONTINUOUS COMPLIANCE

1. The Contractor expressly agrees that failure to comply and maintain compliance with all insurance and bond requirements shall constitute a material breach of the Contract which may result in default and, if uncured, termination for default under the contract. In addition, such failure, if uncured, may result in debarment and suspension.
2. The Contractor is prohibited from performing any work if Contractor has allowed any of the required insurance policies to expire.

PART II. INSURANCE REQUIREMENTS

- A. The CTA must be named as an Additional Insured and Certificate Holder. When the CTA is an additional insured, the coverage shall be primary.
- B. The CTA must be the Named Insured on the Owners Protective Liability, Railroad Protective Liability, or Builders Risk Insurance policies.
- C. The Commercial General Liability and Owners Protective Liability, General Aggregate Limit of Liability, if any, must apply on a per location, per project basis by endorsement to the policy.
- D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least a B+ VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance, with the exception of Railroad Protective.
- E. To the extent permitted by the Contractor's insurance policies required by the CTA, the Contractor and its insurers waive all rights of subrogation against the CTA.
- F. The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

PART III. INSURANCE COVERAGES

A. WORKERS COMPENSATION

Coverage A: In form and in accordance with the laws of the State of Illinois.

Coverage B: Employers Liability:

\$500,000 Bodily Injury by Accident

\$500,000 Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

\$2,000,000 General Aggregate (Per Location)

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Personal Injury and Advertising Injury

\$1,000,000 Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Products/Completed Operations to be maintained in full force and effect for a period of two (2) years following final completion of the work under the Contract, (iii) Independent Contractors' Protective Liability, (iv) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (v) Broad Form Property Damage, including Products/Completed Operations, (vi) Personal Injury Liability, with employee and contractual exclusions deleted, (vii) Severability of Interest and Cross Liability endorsement and (viii) Contractor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

If any work is to be performed within fifty (50) feet of rail right-of-way and the Contractor is not required to provide Railroad Protective Insurance by the other provisions of these Insurance and Bond Requirements, then an additional requirement applies which can be satisfied in either of the two following ways: 1) the CGL policy exclusion for coverage of work within fifty (50) feet of rail right-of-way must be deleted by endorsement to the CGL policy, or 2) in the alternative, railroad protective insurance may be provided.

C. AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit (Bodily Injury and Property Damage)

Uninsured/Underinsured Motorist Including Owned, Non-Owned, Hired and Borrowed Vehicles and Equipment

D. UMBRELLA LIABILITY

N/A Each occurrence and in the aggregate, excess of the underlying policies.

The Umbrella Liability Policy shall specifically identify each of the policies described in A, B, and C above on the Schedule of Underlying Coverages, and shall provide coverage at least as broad as each of the underlying policies.

E. OWNERS PROTECTIVE LIABILITY

N/A General Aggregate (Per Location)

N/A Per Occurrence

N/A Combined Single Limit (Bodily Injury and Property Damage Per Location)

The definition of designated contractor must be amended to include contractors of every tier.

F. RAILROAD PROTECTIVE LIABILITY

N/A Bodily Injury per Occurrence

N/A Bodily Injury Aggregate

N/A Property Damage per Occurrence

N/A Property Damage Aggregate

The definition of designated contractor must be amended to include contractors of every tier.

G. VALUABLE PAPERS

N/A Occurrence

H. PROFESSIONAL LIABILITY

\$1,000,000 Per Claim

OTHER INSURANCE: CTA NAMED ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.

PART IV BOND REQUIREMENTS

The Contractor shall furnish the following bond(s) for this contract:

Type of bond required: N/A Amount: N/A

Type of bond required: N/A Amount: N/A

Issue Date _____

INSURANCE CERTIFICATE OF COVERAGE

Named _____ Specification #: _____

Insured: _____ RFP #: _____

Address: _____
(NUMBER & STREET) Project #: _____

(CITY) (STATE) (ZIP) Contract #: _____

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
Commercial General Liability ~ Occurrence ~ Claims made ~ Premise-Operations ~ Explosion/Collapse Underground ~ Products/Completed Operations ~ Blanket Contractual ~ Broad Form Property Damage ~ Independent Contractors ~ Personal Injury ~ Pollution				Each Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability (Any Auto)				Each Occurrence \$ _____
Excess Liability ~ Umbrella Liability				Each Occurrence \$ _____
Workers' Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders' Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				

- Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read:
"The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority".
- The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.
- Workers Compensation and Property insurer shall waive all rights of subrogation against the Chicago Transit Authority.
- The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice	Signature of <u>Authorized Rep.</u>
Certificate Holder/Additional Insured	<u>Agency/Company</u>
Chicago Transit Authority	<u>Address</u>
Dept. of Purchasing	<u>Telephone</u>
P.O. Box 7560	
Chicago, IL 60680-7560	