CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 A.M. on Monday, November 28, 2011 at which time all such bids will be opened publicly and read aloud:

Req No: 103622R
Sale of Scrap Rail Cars.

PROPOSAL GUARANTEE: 10% of Bid

For additional information, please contact Lou Galvan, Salvage Control Coordinator, 312/932-2140.

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

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.

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

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

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

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President, Purchasing

November 3, 2011

SALES CONTRACT DOCUMENTS
FOR:

Sale of Scrap Rail Cars – F.O.B., Chicago Transit Authority, as indicated in the Bidder's Table. Advertisement for Bids; the Sales Inquiry; the Requirements for Bidding; General Conditions; Disclosure of Ownership; Attachments A & B; Lobbying Certification and the Proposal shall be part of the Contract.

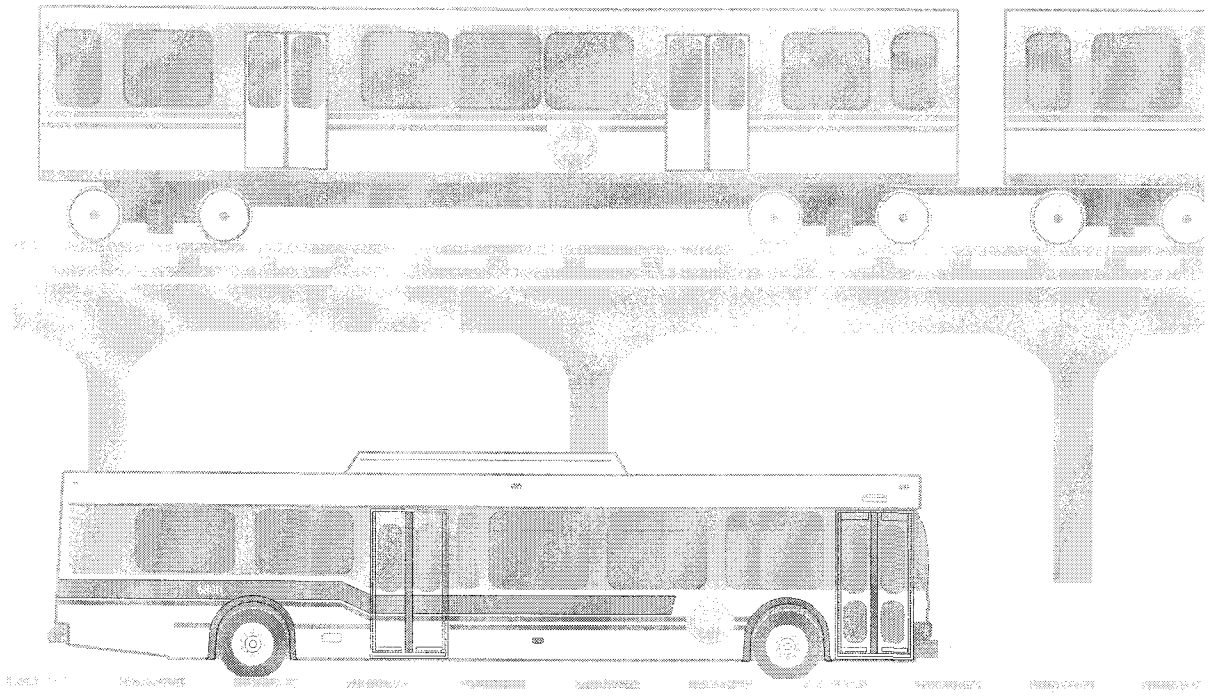
REQUISITION №: 103622(re-bid)
SPECIFICATION №: None
DRAWING №: None
PROJECT №: N/A
INSURANCE REQUIRED: Yes
BID DEPOSIT AMOUNT: 10% of Bid (refer to pg. R-1, § 3)

INFORMATION:
Salvage Control Coordinator: **Lou Galvan**
Phone Number: (312) 932-2140 **e-mail: lgalvan@transitchicago.com**

BID PACKAGES TO BE RETURNED TO:

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

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



All Signatures to be sworn before a Notary Public

ISSUED BY:
Purchasing Department, Chicago Transit Authority
567 W. Lake Street, P.O. Box 7560, Chicago, IL 60680-7560
Marina Popovic, Vice-President, Purchasing & Warehousing
Forrest Claypool, President
Terry Peterson, Chairman

DOCUMENT PREPARATION

[This section modifies CONTRACT FOR SUPPLIES, pg. R-1, S4. Preparation of Proposals.]

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

SIGNATURES REQUIRED

- CERTIFICATION OF PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS
  (see attachments A & B)
- CERTIFICATION REGARDING LOBBYING
- TO BE EXECUTED BY A CORPORATION
  The signature under Corporate Name must be President or Vice President. If neither, a resolution or bylaw must be attached showing authorization to execute a contract.
  Note - Name of Signatory in Notary is same name as Signature of Authorized Officer.
- TO BE EXECUTED BY PARTNERSHIP OR JOINT VENTURE
  Note - Name of Signatory in Notary is same name as first signature line - Partner.
- TO BE EXECUTED BY SOLE PROPRIETOR
  Note - Name of Signatory in Notary is same name as Name of Bidder.

DON'T FORGET TO NOTARIZE THE APPROPRIATE EXECUTION PAGE!

OWNERSHIP DISCLOSURE - While there is *no signature required*, failure to address this will cause a delay in the execution of the contract.

INSURANCE (when required) - *No signature needed* at time of bid submittal. The awarded Purchaser must provide *certified* copies of insurance policies in order to allow for contract execution. CTA is to be named an additional insured. This should be taken into consideration when submitting your bid.

NOTE: Questions on the Sales Proposal must be in writing to the Salvage Control Coordinator listed on the front of the bid document no later than seven (7) business days prior to the bid due date. After that, there will not be sufficient time for the Salvage Control Coordinator to obtain responses to questions.

SPECIAL NOTE: *Failure to sign these documents may result in your firm not being awarded the contract.*

CONTRACT FOR SUPPLIES
REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

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

1. DEFINITIONS:

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

2. COMPLIANCE WITH LAWS:

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

3. BID DEPOSIT:

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

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

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

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

4. PREPARATION OF BID:

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

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

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

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

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

ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC

5. SUBMISSION OF BIDS:

All prospective bidders shall submit **ONE (1) SEALED BID** in the envelope provided for that purpose to the CHICAGO TRANSIT AUTHORITY, Bid Office, P.O. Box 7554, Chicago, Illinois 60680-7554; or, if the bid is submitted in an envelope other than those so provided for this purpose, then the sealed envelope submitted by the prospective bidder shall carry the following information on the face of the envelope: **bidder's name, address, subject matter of bid, including identifying numbers, advertised date of bid opening, and the hour designated for the bid opening as shown on the advertisement.**

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

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

6. WITHDRAWAL OF BIDS:

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

7. RESPONSIBILITY OF BIDDER:

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

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

8. CONSIDERATION OF BIDS:

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

9. NEGOTIATED CONTRACTS:

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

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

10. ACCEPTANCE OF BIDS:

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

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

11. PERFORMANCE-PAYMENT BOND AND INSURANCE:

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

12. FAILURE TO FURNISH BOND OR INSURANCE:

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

13. INTERPRETATION OF CONTRACT DOCUMENTS:

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

14. CATALOGS:

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

15. TRADE NAMES:

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

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

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

16. RETURN OF BID DEPOSIT:

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

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

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

17. TAXES:

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

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

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

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

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

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

19. NOTICE:

All communications and notices provided herein shall be in writing, delivered personally or by mail, to the name and address of the accepted bidder as provided on the signature page of the bid hereof, or to the Chicago Transit Authority. Attention, Purchasing Agent. P.O. Box 7560, Chicago, Illinois 60680-7560.

CONTRACT FOR SUPPLIES
GENERAL CONDITIONS

1. NON-DISCRIMINATION:

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

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

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

2. DISADVANTAGED BUSINESS ENTERPRISES:

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

3. INDEMNIFICATON:

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

4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS:

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

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

5. GUARANTEES AND WARRANTEES:

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

6. DELIVERY:

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

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

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

7. DEMURRAGE AND RE-SPOTTING:

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

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

8. MATERIALS INSPECTION AND RESPONSIBILITY:

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

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

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

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

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

9. ORDER OF PRECEDENCE OF BEST PRICE:

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

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

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

10. PAYMENT:

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

11. CASH BILLING DISCOUNT:

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

12. INVOICES:

Invoices must be sent to the Chicago Transit Authority, Accounting Department, P. O. Box 7565, Chicago, Illinois 60680-7565. Invoices must bear the order number and, if an annual contract, release number as issued. Invoices must not cover more than one order or release number.

13. PRICE REDUCTION:

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

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

14. DEFAULT:

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

(i) if the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or

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

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

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

15. DISPUTES:

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

16. EXECUTION:

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

CHICAGO TRANSIT AUTHORITY
INSURANCE AND BOND REQUIREMENTS
[Short Form rev. 11/13/09]

REQUISITION NUMBER: **101155679** (103622)(RE-BID)
SPECIFICATION NUMBER CTA:_____

PART I. GENERAL INSTRUCTIONS AND REQUIREMENTS

A. WAYS TO COMPLY WITH CTA INSURANCE REQUIREMENTS.

1. HOW TO COMPLY IF CGL, AUTOMOBILE LIABILITY, OWNERS PROTECTIVE LIABILITY, BUILDER'S RISK INSURANCE, CONTRACTORS POLLUTION LIABILITY, WORKERS COMPENSATION AND/OR PROFESSIONAL LIABILITYARE REQUIRED BY PART III OF THIS DOCUMENT.

   Contractors must provide the CTA with the following documents:

   a) 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. Certificates of Insurance must disclose all deductibles and/or self insured retentions.
   b) Certified copy of the insurance policy

   Methods (a) is a temporary method that is valid only for 90 days. Policies must be furnished prior to the expiration of this 90 day period. Failure to provide policies before expiration of this 90 day period is a material breach of the Contract which may result in default and, if uncured, termination for default.

2. HOW IS RAILROAD PROTECTIVE LIABILITY INSURANCE SATISFIED? THE CTA's RAILROAD PROTECTIVE LIABILITY PROGRAM PROVIDES $2,000,000 PER OCCURRENCE/ $6,000,000 AGGREGATE LIMITS. TO BE IN COMPLIANCE WITH THE RAILROAD PROTECTIVE REQUIREMENTS, SEE PART III.B OF THIS DOCUMENT.

   - For work performed within fifty (50) feet of rail right-of-way, the work of the Contractor is covered through the Blanket Railroad Protective policy.
   - The contractor must provide evidence that the CGL policy exclusion for work within fifty (50) feet of rail right of way has been deleted by endorsement to their CGL policy.

The CTA may cancel the Blanket Railroad Protective Liability Policy prior to the expiration of coverage. If cancelled, The CTA agrees to provide the contractor with 30 days prior written notice.

If any portion or all of the need for or cost of such insurance shall result from Contractor's breach of this Contract, such insurance costs shall be a non-reimbursable cost to Contractor CTA reserves the right to review the remaining project scope and to determine if the work to be performed within fifty (50) feet of rail right of way requires Railroad Protective Liability Insurance. The CTA further agrees that for premium expenses incurred by the Contractor for Railroad Protective Liability Insurance will be a reimbursable expense.

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
Manager of Insurance Controls, Risk Compliance
P.O. Box 7567
Chicago, IL 60680-7567

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 and 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 occurrence basis.

D. All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least an A 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:
$1,000,000	Bodily Injury by Accident
$1,000,000	Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY:

$2,000,000	General Aggregate
$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) Bodily Injury and 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.

When work is to be performed within fifty (50) feet of rail right-of-way the Contractor will be enrolled as a participant in the CTA Blanket Railroad Protective program. In addition, Contractors and Sub-contractors are required to provide endorsements to their CGL policy eliminating the exclusion for work within fifty (50) feet of rail right-of-way.

a. Limits must be equal to the Railroad Protective Liability per occurrence limit of $2,000,000 per occurrence.
b. An endorsement must be provided deleting the contractual exclusion for work within 50' of the rail right of way.
c. A certificate of insurance satisfying (a) and (b) above must be presented.

C. AUTOMOBILE LIABILITY

$1,000,000	Combined Single Limit (Bodily Injury and Property Damage)
N/A	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. **THE CTA WILL PROVIDE A BLANKET RAILROAD PROTECTIVE LIABILITY POLICY:**

N/A Bodily Injury/Property Damage per Occurrence
N/A Bodily Injury/Property Damage Aggregate

G. CARGO LIABILITY/INLAND MARINE
$1,000,000 OCC/AGG

H. PROFESSIONAL LIABILITY
N/A PER CLAIM

I. OTHER INSURANCE: **CTA NAMED ADDITIONAL INSURED ON THE GENERAL LIABILITY POLIC**

PART IV PERFORMANCE AND PAYMENT BOND REQUIREMENTS

A. The Contractor shall furnish separate Performance and Payment Bonds.
B. The surety or sureties issuing the bond must be acceptable to the Authority and must have a Best's Key Rating Guide of A VII or greater and be listed in the most recently published "Listing of Approved Sureties" of the U.S. Department of the Treasury Circular 570, with underwriting limitations in excess of the Contract Price. The bond must cover the warranty period required by the Contract.
C. The Performance Bond shall be for faithful performance of the Contract.
D. The Payment Bond shall be for security for the payment of all persons for furnishing materials, provisions, or other supplies, or items used in, upon, for, or about the performance of the Work contracted to be done, or for performing any Work or labor thereon of any kind.
E. The Authority reserves the right to require additional security under this Contract if any surety upon any bond furnished with this Contract becomes unacceptable to the Authority.

PART V. PERFORMANCE AND PAYMENT BONDS REQUIRED FOR THIS CONTRACT.

Payment Bond: **N/A**
Performance Bond: **N/A**
Fidelity Bond: **N/A**

INSURANCE CERTIFICATE OF COVERAGE

Issue Date: _____

Named Insured: _____ RFP#: _____ Specification #: _____

Address: _____ Project #: _____

(NUMBER & STREET) Contract #: _____

_____

(CITY) (STATE) (ZIP)

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	Policy Period	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 **Commercial General Liability Form #: CG 00 01 _____**				Each Occurrence $_____ General Aggregate $_____ Products/Completed Operations Aggregate $_____ Deductible and/or Self Insured Retention $_____
Automobile Liability (Any Auto)				Each Occurrence $_____
Excess Liability ☐Umbrella Liability				Each Occurrence $_____
Workers' Compensation and Employer's Liability				WC $_____ Employers Liability $_____
Builders' Risk/Course of Construction				Amount of Contract $_____
Professional Liability				$_____
Owner Contractors Protective				$_____
Other				_____

a) 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".

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.

c) General Liability, Auto Liability, Workers Compensation and Property insurers shall waive all rights of subrogation against the Chicago Transit Authority.

d) The General Liability policies, including excess and umbrella will insure all liabilities assumed under the provisions of the Hold Harmless and Indemnity Clause contained in the Contract and not exclude any construction and/or demolition work performed within 50 feet of railroad track. Commercial General Liability must be written on the ISO Occurrence Form CG 00 01 12 04 (or a substitute form providing equivalent coverage) and include the following endorsement: Contractual Liability Railroads ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage). The Contractor shall be responsible for arranging that all subcontractors maintain the necessary insurance requirements.

e) 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 Authorized Representative
Certificate Holder/Additional Insured **Chicago Transit Authority** **Dept. of Risk Management** **P.O. Box 7567** **Chicago, IL 60680**	_____ Agent/Company Address _____ _____ Telephone _____

CHICAGO TRANSIT AUTHORITY
BID OFFICE
P.O. BOX 7554
CHICAGO, ILLINOIS 60680-7554

SALES PROPOSAL

Sale Inquiry No. 103622 (re-bid)

LOCATED AT: Chicago Transit Authority, Skokie Shops, 3701 W. Oakton, Skokie, IL.
Request for the sale of approximately (42) Chicago Transit Authority Scrap Used Railcars sold F.O.B., Chicago Transit Authority, Skokie Shops, 3701 W. Oakton, Skokie, IL., as hereto indicated. This Sales Contract shall become effective as soon as the Contract is executed, and will continue in effect for a period of six months from the date of Contract execution.

INSPECTION

The Scrap Used Rail Cars are offered for sale in an AS IS, WHERE IS condition without warranty or guarantee that the material is in any condition to serve the purpose for which originally intended.

A representative sample of the Chicago Transit Authority Scrap Used Rail Cars is available for inspection only in the manner and times shown. Before inspecting the material the inspectors must phone the indicated CTA representative at the Chicago Transit Authority's Facility one business day prior to the requested inspection and arrange with the CTA contact for an inspection. Prospective Bidder's can arrange for an inspection of the respective surplus rail cars only on the days and times at the indicated in the following passage:

Inspections are only available Monday thru Friday from the date of Sales Inquiry 103624 until the date your organizations Sales Proposal is accepted. The physical inspection can be arranged only from Monday thru Friday from 8:00 AM to 2:00 PM. At the inspection sites, all inspecting parties must make available proper identification and sign an inspection log. The inspection appointment for Rail Cars will be made with Tom Matuszak, Acting General Manager, Rail Car Heavy Maintenance, at (847) 982-5143.

Photographs of a representative sample of the Rail Cars are also available via e-mail. To request copies of the photographs, please send e-mail inquiries to: Mr. Lou Galvan, Salvage Control Coordinator, Warehouse Operations, lgalvan@transitchicago.com

PAYMENT

The Terms of Payment are Net 15 Days

Purchaser's payment shall be received in Chicago Transit Authority's Treasury Department within (15) calendar days from the invoice date. Payment will be in the form of a cashiers check paying to the order of the Chicago Transit Authority referencing Sales Inquiry Number 103622.

The cashiers check shall be forwarded to:

Chicago Transit Authority
Attn: Treasury Cashiers. 2nd Fl.
567 West Lake Street.
Chicago, Illinois 60661-1498

NOTIFICATION OF SALE

The highest responsive Bidder will be notified within seven (7) calendar days after the execution of the contract. After notification the highest responsive Bidder will be provided with a copy of the Sales Contract for signature. The Sales Contract shall be properly signed by the Purchaser and returned to the CTA within the indicated period of time.

NOTIFICATION OF PICK UP

After the Purchaser has been notified of the Sale, the said rail cars will be released for shipment. CTA personnel will notify the Purchaser to arrange for shipment(s). The Purchaser will begin removal of the rail cars within 7 calendar days of Chicago Transit Authority's notification to the Purchaser. The Purchaser's pick up will be scheduled during the normal business hours of 3701 West Oakton location.

BID DEPOSIT

The bid deposit of the highest responsive bidder shall be held until the Sales Contract is executed, and the highest responsive bidder performs all other acts specified in the "Notification of Sale," "Payment" and "Notification of Pickup" clauses of the Sales Contract. Otherwise, the bid deposit shall be forfeited to and retained by the CTA as damages for such failure of the highest responsive bidder.

CTA ETHICS ORDINANCE

The Purchaser agrees to comply with the CTA Code of Ethics, CTA Ordinance No. 009-115, as amended from time to time, the provisions of which are hereby incorporated into this Agreement. The Purchaser further agrees that any contract negotiated, entered into or performed in violation of the Code of Ethics shall be voidable as to the CTA.

TERMINATION FOR CONVENIENCE

The CTA may terminate this Agreement, in whole or in part, without cause, at any time, by written notice to the Purchaser whenever the CTA determines that such termination is in the best interest of the CTA. Upon receipt of written notice of termination, all services and any other performance hereunder by the Purchaser shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Purchaser shall prepare a final invoice within thirty (30) days of such termination reflecting the services actually furnished pursuant to this agreement to the satisfaction of the CTA and for which no previous invoice was submitted to the CTA. The Purchaser shall be paid costs, including closeout costs, and profit for the services performed up to the time of termination. The Purchaser shall promptly submit, in accordance with the terms hereof, a termination claim to the CTA and the parties shall negotiate a termination settlement to be paid the Purchaser. If the Purchaser has any property in his possession belonging to the CTA, the Purchaser will account for same, and dispose of it in the manner the CTA directs.

COMPLIANCE WITH LAWS, REGULATIONS AND CODES

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

ACCESS TO RECORDS AND REPORTS

The Purchaser shall permit and agree to cooperate with the authorized representatives of the CTA, including but not limited to, the CTA's Inspector General and auditors, who may inspect and audit all data and records of the Purchaser relating to the Purchaser's performance and Sub-Purchaser contracts under this Sales Agreement from the date of this Sales Agreement through and until the expiration of five (5) years after completion of this Sales Agreement.

DELIVERY FOR SURPLUS RAIL CARS

The Chicago Transit Authority will stage the sale Rail Cars for the Purchaser's shipment on a designated track section at CTA's Skokie Shops, 3701 West Oakton, Skokie, Illinois during Skokie Shop's normal business hours.

It is the responsibility of the Purchaser and their Carrier to possess at time of delivery any and all permits and licenses that are required for transporting the Surplus Rail Cars from CTA's Skokie Shops, 3701 West Oakton, Skokie, Illinois 60076

METHOD OF PICKUP

Purchaser shall supply an appropriate tractor-trailer known as a railcar transporter to remove the Scrap Rail Cars. The low boy railcar transporter must be capable of being loaded from a CTA provided ramp. This ramp is designed to allow the rail car to be pushed by a CTA car-mover onto the Purchasers truck.

The loading is completed by temporarily attaching the ramp to the trailer as it is staged over a specific section of straight rail located in the Skokie yard. The connecting of this special ramp to the section of straight rail and the rail car transporter will be the responsibility of Chicago Transit Authority Personnel. The ramp used to connect the existing rail and the rail car mover trailer is supplied by the Chicago Transit Authority.

Scheduling delivery shall be at the discretion of Julian Sandu, Manager, Rail Car Heavy Maintenance, Skokie Shops. The Purchaser must provide all Carrier information in writing within (24) hours of pickup to Lou Galvan, Salvage Coordinator. The written pickup information is part of the arrangement for delivery requirement that states the Purchaser will arrange for Scrap Rail Car pick up within seven (7) calendar days of notification.

Purchaser shall be responsible for all costs, including, but not limited to, land and water transportation, from Chicago Transit Authority's Skokie Shops.

The Surplus Retired Rail Cars are sold F.O.B. Chicago Transit Authority, Skokie Shops, 3701 W. Oakton, Skokie, Illinois.

The Chicago Transit Authority reserves the right to accept any bid or any part or parts thereof or to reject any or all bids.

CONDITION OF THE SURPLUS RAIL CARS

CTA has made the Surplus Rail Cars available for the Purchaser's inspection and the Purchaser has heretofore inspected the Rail Cars to the extent the Purchaser deemed necessary. The Purchaser acknowledges they are aware that the Rail Cars may have problems which are not visible or apparent upon inspection and that the CTA shall have no obligation to repair or replace Rail Cars and their parts because of such problems. The successful bidder must take the Surplus Rail Cars as they stand in their present condition. The Surplus Rail Cars presented on Sales Inquiry 103622 are sold subject to inspection. Failure to inspect will not warrant rejection.

Purchaser agrees that the Purchaser shall be conclusively deemed to have accepted the Surplus Rail Cars "AS IS" and in the condition existing on the date the Purchaser takes delivery of said Surplus Rail Cars.

NOTE: These Rail Cars Are Asbestos Free

INDEMNITY SECTION FOR 2200 SERIES RAIL CARS

(a) Buyer represents to the Chicago Transit Authority that Buyer is purchasing the Goods (Surplus 2200 Series Rail Cars) as scrap metal and that the buyer shall not utilize the Goods for the transportation of persons or property.

(b) Buyer agrees to indemnify, keep and hold harmless the CTA, its agents, officials and employees against any and all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses that may in anywise accrue against the CTA in consequence of the granting of this Contract, Buyer's use of the Goods to transport persons or property, Buyer's failure to comply with any provision of this Contract, or in anywise resulting from this Contract, in strict liability or otherwise, whether or not caused thought he negligence or omission of Buyer or its employees, of Buyer's subPurchasers or their employees, or subsequent purchasers of the Goods or their employees, and whether or not contributed to by the sole or partial negligence of the CTA or its officers. employees or agents; Buyer shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the CTA in any such action, Buyer shall at its own expense satisfy and discharge the same.

(c) In the event Buyer agrees to sell the Goods to a third party, a provision identical to this Section shall be incorporated in the Buyer's purchase and sale contract with such third party, with buyer as indemnitee and the third party as indemnitor.

(d) Illinois law governs the interpretation of the indemnity as stated in the above Sections a through c. Any dispute pertaining to the aforementioned indemnity is to be adjudicated within Illinois.

NO WARRANTIES FOR SURPLUS RAIL CARS

The CTA does not make any express or implied warranties, including, but not limited to any implied warranty for fitness for a particular purpose or merchantability.

LIMITATION OF LIABILITY

The CTA shall not be liable for any claims by the Purchaser against the CTA regarding any lost profits or for claims against the Purchaser by any third party or for incidental, special or consequential damages regarding the condition of the said Rail Cars for any delays experienced by the Purchaser while removing the said Rail Cars.

WITHDRAWAL OF BIDS

Bidders may withdraw their proposals at any time prior to the time specified as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his proposal for a period of sixty (60) calendar days after said bid closing time after having been notified that said proposal by the Chicago Transit has been accepted by the Chicago Transit Authority.

RIGHT OF REFUSAL

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

GOVERNING LAW, CHOICE OF FORUM

This Agreement shall be governed in all respects by the laws of the State of Illinois, USA. Any lawsuits shall be filed in courts of competent jurisdiction located in Cook County, Illinois, USA.

Any questions pertaining to this Sales Inquiry should be forwarded to Lou Galvan, Salvage Control Coordinator at (312) 932-2140 or via e-mail lgalvan@transitchicago.com.

SALE OF SCRAP RAIL CARS
Bidder's Table

BIDDING REQUIREMENTS

Sales prices will be based on the 'American Metal Market' Maximum published price for the commodity in the weekly publication of 'American Metal Market' following the date of notification for pick-up.

When bidding, write "plus" or "Minus" in the area provided to qualify the bid. This "Plus" or "Minus" with a dollar figure following, will be the relation to the maximum "American Metal Market" published weekly Chicago price for the commodity indicated.

EXAMPLE: Using $400.00 as the "American Metal Market" maximum quote for No. 1 Heavy Melt, the example bids would read as follows:

BIDDER	DESCRIPTION	AMERICAN METAL MARKET COMMODITY FOR SCRAP IRON & STEEL	BID DIFFERENTIAL TO "AMM" MAXIMUM
1)	UNPREPARED, FERROUS METAL	NO. 1 HEAVY MELT	MINUS $50.00 GT
2)	" " "	NO. 1 HEAVY MELT	PLUS $ 4.00 GT
3)	" " "	NO. 1 HEAVY MELT	_____$_____.__GT

The preceding bids would result in a bid price of $350.00 per Gross Ton for Bidder 1, $404.00 per Gross Ton for bidder 2, and "No bid for Bidder 3".

WEIGHING OF THE SCRAP RAIL CARS

Weighing of the said scrap rail cars will be achieved by using a standard certified truck scale. The gross and tare weights furnished by the weigh master from the weighing location will govern. Weight tickets shall remain the property of the CTA, and must be forwarded within (5) business days to the Chicago Transit Authority Material Distribution Center, 901 West Division, Chicago, Illinois. 60642 Attn: Lou Galvan. The Purchaser is responsible for all weighing charges at the designated certified truck scale.

BIDDER'S TABLE SCRAP RAILCARS

The approximate quantities indicated as Gross Tonnage on this sale proposal are estimates only and in no way represents a commitment to sell those amounts.

The Bidder shall indicate the bid price for the line item in numerals. A line item without numerals indicated would be considered a "NO BID" for that item. A bidder cannot bid on a portion of a line item. As previously indicated, **write "Plus" or "Minus" in the area provided to qualify the bid. This "Plus" or "Minus" with a dollar figure following, will be the relation to the maximum "American Metal Market" published weekly Chicago price for the commodity indicated.**

BASIS OF AWARD

Award shall be made to the highest responsive and responsible bidder. Bids will be evaluated by the total of the extended price, which is the differential to the AMM maximum quote for the current month multiplied by the approximate gross tonnage for the line item.

ITEM NO.	DESCRIPTION	MFG / DATE	"AMM" COMMODITY	TOTAL ESTIMATED GROSS TONNAGE	BID DIFFERENTIAL TO "AMERICAN METAL MARKET" MAXIMUM
1	(42) Scrap 2200 Series Rail Cars. To be generated over a (6) month period. Approximate weight per railcar is 45,000 lbs	BUDD 1969	No. 1 Heavy Melt	844	_____$_____.____

Bidder's Co. Name_____

Bidder's Initials _____

INSURANCE

Insurance requirements are stipulated in a separate "Insurance Requirements" document. Bidders are advised that certified copies of required insurance policies are required before award of contract. Insurance Certificates are NOT acceptable.

BIDDER'S CERTIFICATION

All the Scrap Used Rail Cars specified herein shall be sold as scrap metal only by the undersigned and the undersigned is a duly authorized officer empowered to sign this agreement. The undersigned agrees to process the said Scrap Used Rail Cars as scrap metal at the Purchaser's facility as they stand in their present condition, subject to all terms and conditions stipulated.

Date: _____ **2011**

Company_____

By_____
(Signature)

(Mr. /Ms.)_____
(Printed Name)

Title _____

Business Address _____

_____

Phone № (____)_____

Fax No. (____)_____

E-mail _____@_____

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)

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

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

its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicated for or otherwise criminally or civilly charged by charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

_____
(Signature and Title of Authorized Official)

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

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

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

its principles:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of frauds or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicated for or otherwise criminally or civilly charged by charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4. Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

_____
(Signature and Title of Authorized Official)

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

PROPOSAL (Continued)
TO BE EXECUTED BY A CORPORATION

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE – IF ANY

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

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

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

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

BY: _____
SIGNATURE OF AUTHORIZED OFFICER*

Title of Signatory: _____
(Print or Type)

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

State of _____

County of _____

Signed and Sworn to before me on:

_____,

by _____
(Printed name of Authorized Officer)

_____
(Signature of Notary Public)

(NOTARIAL SEAL)

IF BIDDER IS A CORPORATION – THIS PAGE MUST BE EXECUTED

PROPOSAL (Continued)
TO BE EXECUTED BY A SOLE PROPRIETOR

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE – IF ANY

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

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

Signature of Bidder: _____
(Signature of Bidder)

Name of Bidder: _____
(Print or Type)

Business Address: _____
(Print or Type Street Address)

_____
(Print or Type City, State and Zip Code)

State of _____

County of _____

Signed and Sworn to before me on:

_____,

by _____
(Printed name of Authorized Officer)

_____
(Signature of Notary Public)

(NOTARIAL SEAL)

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

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

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

BIDDER MUST INSERT ADDENDA NUMBERS HERE – IF ANY

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

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

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

Business Address: _____
(Print or Type Street Address)

_____
(Print or Type City, State and Zip)

BY SIGNATURE(S):

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

_____ (Partner)

_____ (Partner)

_____ (Partner)

_____ (Partner)

_____ (Partner)

State of _____

County of _____

Signed and Sworn to before me on:

_____,

by _____
(Printed name of Authorized Officer)

_____
(Signature of Notary Public)

(NOTARIAL SEAL)

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

DISCLOSURE OF OWNERSHIP

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

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

   FEIN #:

   Corporate Headquarters Address:
   City, State, Zip:

   State of Incorporation:

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

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

TYPED OR PRINTED NAME	%INTEREST

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

TYPED OR PRINTED NAME	%INTEREST

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

TYPED OR PRINTED NAME	%INTEREST

DISCLOSURE – TO BE COMPLETED BY ALL BIDDERS

PROPOSAL (continued)

ACCEPTANCE

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

Contract Number

Total Amount of Contract $

Dated this _____ day of _____, 2011, at Chicago, Illinois

_____
Vice President, Purchasing

_____
President

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

_____
Attorney