

CHICAGO TRANSIT AUTHORITY  
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2<sup>nd</sup> Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 a.m. on Tuesday, May 17, 2011 at which time all such bids will be opened publicly and read aloud:

Sale No.: 103620R  
Sale of Scrap Rail Cars - F.O.B., Chicago Transit Authority.

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.

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 - 2<sup>nd</sup> Floor, 567 W. Lake Street, Chicago, Illinois 60661-1498.

CHICAGO TRANSIT AUTHORITY

By: Geoffrey Urban  
General Manager, Purchasing

May 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 №:** 103620 (Rebid)

**DRAWING №:** None

**INSURANCE REQUIRED:** None

**SPECIFICATION №:** None

**PROJECT №:** N/A

**BID DEPOSIT AMOUNT:** 10% of Bid (refer to pg. R-1, § 3)

**INFORMATION:**

**Salvage Control Coordinator:**

**Phone Number:** (312) 932-2140

**Lou Galvan**

**e-mail:** [lgalvan@transitchicago.com](mailto:lgalvan@transitchicago.com)

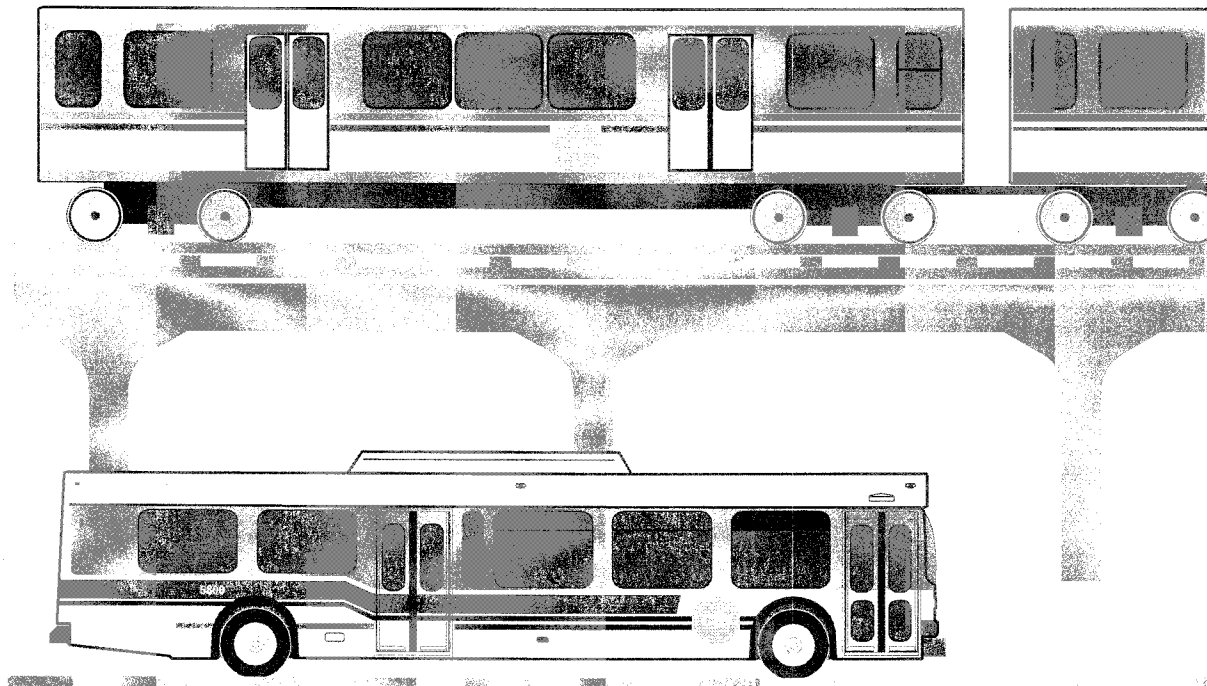
**BID PACKAGES TO BE RETURNED TO:**

**By Mail**

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

**In Person Drop-Off**

**Chicago Transit Authority  
Bid Office- 2<sup>nd</sup> 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  
Richard L. Rodriguez, President  
Terry Peterson, Chairman**

**READ THIS PAGE BEFORE FILLING OUT BID PACKAGE**  
**DOCUMENT PREPARATION**  
**for Sales of Materials & Supplies**

Two (2) copies of this bid package are included. One (1) copy is for your file. One (1) complete copy is to be returned in the enclosed envelope or a sealed envelope identified with the following: Bidder's name, Address, Title of the proposal, including Requisition Number, Advertised date of bid opening, and the hour designated for the bid opening as shown on the advertisement. Returned copy must contain original signatures.

**SIGNATURES REQUIRED ON THE FOLLOWING ITEMS**

- **CERTIFICATION OF PARTICIPANT REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS.** Two forms: PRIMARY and LOWER TIER (when applicable).
- **CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS (LOBBYING CERTIFICATION)**

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

- **TO BE EXECUTED BY A CORPORATION**

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

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

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

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

- **TO BE EXECUTED BY SOLE PROPRIETOR**

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

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

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

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

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

## **CONTRACT FOR SUPPLIES REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS**

Proposals 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 proposals or the performance of the Contract.

### **3. BID DEPOSIT:**

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

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

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

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

### **4. PREPARATION OF PROPOSAL:**

The bidder shall prepare his proposal in **DUPLICATE** on the attached proposal forms, submit one (1) copy and retain one (1) for your records. Unless otherwise stated on the proposal form, all blank spaces on the proposal, 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 proposal.

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 proposal.

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 Chapter 96, Section 4 et seq., Illinois Revised Statutes, as amended.

**ALL SIGNATURES MUST BE SWORN TO BEFORE A NOTARY PUBLIC**

#### **5. SUBMISSION OF PROPOSALS:**

All prospective bidders shall submit ONE (1) SEALED PROPOSAL 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 proposal 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 proposal, including identifying numbers, advertised date of bid opening, and the hour designated for the bid opening as shown on the advertisement.

Where proposals 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, proposals thus delayed will not be considered and will be returned unopened.

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.

#### **6. WITHDRAWAL OF PROPOSALS:**

Bidders may withdraw their proposals 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 proposal for a period of ninety (90) calendar days after said advertised date and hour for the receipt of proposals.

#### **7. RESPONSIBILITY OF BIDDER:**

The Authority reserves the right to refuse to accept any proposal 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 PROPOSALS:**

The Authority reserves the right to extend the bid opening date and to reject any or all proposals 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 representative 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 PROPOSALS:**

The Authority will accept in writing one or more of the proposals or reject all proposals 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 bidder's proposal 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 bidder's proposal, 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 proposal 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 proposal. Oral explanation will not be binding. Bidder must acknowledge receipt of each addendum issued in space provided on the signature page of Proposal 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 bidder with his proposal.

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 proposal exactly what he proposes to furnish, or forwards with the proposal, 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 proposal 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 15E9978-2987-01. The prices quoted herein shall agree with all Federal Laws and Regulations.

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

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

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

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

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

#### **19. NOTICE:**

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

## **CONTRACT FOR SUPPLIES (Continued)**

### **GENERAL CONDITIONS**

#### **1. NON-DISCRIMINATION:**

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

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

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

#### **2. DISADVANTAGED BUSINESS ENTERPRISES:**

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

#### **3. INDEMNIFICATION**

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

#### **4. SUBLETTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS:**

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

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

#### **5. GUARANTEES AND WARRANTIES:**

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

## **6. DELIVERY:**

All materials shipped to the Chicago Transit Authority must be shipped F.O.B. designation 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 Street 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 Street 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 at 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 the 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 businesses 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.

## **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 Protests**

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 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.

**Protests 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 protests by interested parties:

##### **1. Protests 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 Did 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 Paragraph 2 of this subsection, be in accordance with the following provisions:

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

#### **b. Protests regarding bid evaluation**

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

#### **c. Protests after award**

Upon receipt of a timely filed protest regarding the award of a contract, the Authority will issue a stop work order, if necessary, until the resolution of the protest if the Authority

determines that the protestor has established a Prima facie case that the contract was awarded fraudulently or in violation of that Federal or State law or the Authority's Procurement Regulations.

## 2. Decisions by Authority

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

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

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

***Under FTA Circular 4220.1 D, 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 protester must exhaust all administrative remedies with the CTA before pursuing a protest with FTA. An appeal to FTA must be received by the cognizant FTA regional or Headquarters Office within five (5) working days of the date the protester knew or should have known of the violation. Violations of Federal law or regulation will be handled by the complaint process stated within that law or regulation. Violations of State or local law or regulations will be under the jurisdiction of State or local authorities.***

**CHICAGO TRANSIT AUTHORITY  
MATERIAL DISTRIBUTION CENTER  
901 WEST DIVISION  
CHICAGO, ILLINOIS 60622-4216**

**SALES PROPOSAL**

Sale Inquiry No. 103620(Re-bid)

LOCATED AT: Chicago Transit Authority, Skokie Shops, 3701 W. Oakton, Skokie, IL.

Request for the sale of three (3) Chicago Transit Authority Retired Surplus Railcars sold F.O.B., Chicago Transit Authority, Skokie Shops, 3701 W. Oakton, Skokie, IL., as hereto indicated.

**INSPECTION**

The Chicago Transit Authority Surplus Rail Cars are 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 103620 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, Manager, Rail Car Heavy Maintenance, at (847) 982-5143.

Photographs 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 103620R.

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CHICAGO, ILLINOIS 60622-4216**

**SALES PROPOSAL**

Sale Inquiry No. 103620(Re-bid)

The cashiers check shall be forwarded to:

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

**NOTIFICATION OF SALE**

A "Letter of Notification" will be forwarded to the Highest Responsive Bidder regarding the CTA's acceptance of your submitted Sales Proposal 103620R.

**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 remove 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 each location.

**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 W. Oakton, Skokie, IL 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 W. Oakton, Skokie, IL. 60076

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**SALES PROPOSAL**

Sale Inquiry No. 103620(Re-bid)

**Two options are available to Purchaser for Shipment of surplus Rail Cars.**

**Option One:**

Purchaser shall supply an appropriate tractor-trailer known as a rail car mover to remove the Surplus Rail Cars. The low boy rail car mover trailer must be equipped or come with a winch that moves the Rail Cars from a predetermined rail section at CTA's Skokie Shops onto the rail car mover trailer from ground level onto the trailer. Connecting the winch to the sale Rail Cars will be made by the Purchaser's low boy tractor-trailer rail car mover operator. The ramp used to connect the existing rail and the rail car mover trailer is supplied by the Purchaser or the Purchaser's carrier.

**Option Two:**

CTA equipment will separate the rail car from its two rail car trucks by lifting the passenger portion of the rail car. The passenger portion of the car will be pre-staged on the ground and then loaded on its side on the Purchaser's appropriate sized flat bed trailer. The passenger portion load is an oversized load.

Scheduling delivery shall be at the discretion of Tom Matuszak, Manager, Rail Car Heavy Maintenance, Skokie Shops. The Purchaser must indicate via e-mail to Lou Galvan, Salvage Coordinator of the option selected for each car. The written delivery option selection is part of the arrangement for delivery requirement that states the Purchaser will arrange for Surplus 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.

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**SALES PROPOSAL**

Sale Inquiry No. 103620(Re-bid)

***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.***

**INDEMNITY SECTION FOR SURPLUS RAIL CARS 2470, 2855, 3031**

(a) Buyer represents to the Chicago Transit Authority that Buyer is purchasing the Goods (Surplus Rail Cars 2470, 2855, and 3031) 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 Authority, 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 Authority 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 subcontractors 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 Authority 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 Authority 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.

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**SALES PROPOSAL**

Sale Inquiry No. 103620(Re-bid)

**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 103620R 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.

**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.

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**SALES PROPOSAL**

Sale Inquiry No. 103620(Re-bid)

**RIGHT OF REFUSAL**

The Authority 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 Authority, or had failed to perform faithfully any previous contract with the Authority.

**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.

**BASIS OF AWARD**

The line items will be awarded to the highest responsive and responsible bidder based upon the total of the extended price, which are the line items price quoted multiplied by the approximate weight shown.

**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 W. Division, Chicago IL. 60642 Attn: Lou Galvan. The Purchaser is responsible for all weighing charges at the designated certified truck scale.

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**SALES PROPOSAL**

Sale Inquiry No. 103620(Re-bid)

**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 \$300.00 as the "American Metal Market" maximum quote for No. 1 Heavy Melt, the example bids would read as follows:

<u>BIDDER</u>	<u>DESCRIPTION</u>	<u>AMERICAN METAL MARKET COMMODITY FOR SCRAP IRON &amp; STEEL</u>	<u>BID DIFFERENTIAL TO "AMM" MAXIMUM</u>
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 \$250.00 per Gross Ton for Bidder 1, \$304.00 per Gross Ton for bidder 2, and "No bid for Bidder 3".

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**SALES PROPOSAL**

Sale Inquiry No. 103620(Re-bid)

**BIDDER'S TABLE  
RETIRED SURPLUS 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.**

ITEM NO.	DESCRIPTION	CTA RAIL CAR NO.	"AMM" COMMODITY	ESTIMATED GROSS TONNAGE	BID DIFFERENTIAL TO "AMERICAN METAL MARKET" MAXIMUM
1	Scrap Rail Car without truck Manufactured by Budd in 1985.	3031	No. 1 Heavy Melt	13	<div>\$ _____</div>
2	Scrap Rail Car without truck Manufactured by Budd in 1984.	2855	No. 1 Heavy Melt	13	<div>\$ _____</div>
3	Scrap Rail Car without truck Manufactured by Boeing in 1977. Major interior fire damaged	2470	No. 1 Heavy Melt	13	<div>\$ _____</div>

**Bidder's Co. Name** \_\_\_\_\_

**Bidder's Initials** \_\_\_\_\_

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SALES PROPOSAL

Sale Inquiry No. 103620(Re-bid)

The Used Vehicles specified hereon have been inspected by the undersigned and the undersigned is a duly authorized officer empowered to sign this agreement. The undersigned agrees to pay the Chicago Transit Authority prior to delivery, the above price(s) quoted for the said Used Rail Car(s) 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 No (\_\_\_\_) \_\_\_\_\_

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 any 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients 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 of 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  
(company's name)  
and belief that it and its principals:

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 indicted 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) \_\_\_\_\_

(company name)

CERTIFIES 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.

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

\_\_\_\_\_, certifies to the best of our knowledge  
(company's name)  
and belief that it and its principals:

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 indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

THE LOWER TIER PARTICIPANT (APPLICANT OR POTENTIAL CONTRACTOR FOR A MAJOR  
THIRD PARTY CONTRACT) \_\_\_\_\_

(company name)

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

Name of Corporation: \_\_\_\_\_  
(Print or Type Name of Corporation)

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

BY: \_\_\_\_\_  
SIGNATURE OF AUTHORIZED OFFICER\*

Title of Signatory: \_\_\_\_\_  
(Print or Type)

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

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to before me on:

by \_\_\_\_\_  
(name of signatory)

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

**Signature of Bidder:** \_\_\_\_\_

(Signature of Bidder)

**Name of Bidder:** \_\_\_\_\_

(Print or Type)

**Business Address:** \_\_\_\_\_

(Print or Type Street Address)

\_\_\_\_\_  
(Print or Type City, State and Zip Code)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to before me on:

\_\_\_\_\_

by \_\_\_\_\_  
(name of signatory)

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

Firm Name: \_\_\_\_\_  
(Print or Type Name of Firm)

Business Address: \_\_\_\_\_  
(Print or Type Street Address)

\_\_\_\_\_  
(Print or Type City, State and Zip Code)

**BY SIGNATURE(S):**

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

	_____ <small>(Partner)</small>
	_____ <small>(Partner)</small>
	_____ <small>(Partner)</small>
	_____ <small>(Partner)</small>
	_____ <small>(Partner)</small>

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and Sworn to before me on:

\_\_\_\_\_

by \_\_\_\_\_  
(name of signatory)

\_\_\_\_\_  
(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 \_\_\_\_\_, 2010, at Chicago, Illinois**

\_\_\_\_\_  
Vice President, Purchasing/Warehousing

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

\_\_\_\_\_  
Attorney