



CHICAGO TRANSIT AUTHORITY

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

September 13, 2011

Subject: RFP No. B11RG04085 – Request for Proposals for Sale of CTA Property Located at 2600 West Pershing Road, Chicago, IL

Re: Addendum # 2

Dear Proposer:

Attached please find Addendum # 2 to the subject RFP. This Addendum # 2 contains a specific modification to the RFP document.

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

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

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

Due Date: Monday, October 17, 2011

Proposals must be received no later than 3:30p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised due date and hour. If the delivery of the proposal is delayed beyond the due date and hour set, 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.

The following documents should be submitted with the proposal:

**Ten copies of the Technical Proposal;
Ten copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

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

Sincerely,

James Kozicki
Manager II, Purchasing

cc: File

Addendum # 2
Requisition No. B11RG04085

Specific Modification:

On pages 3 and 4, Section II, Survey, Preliminary Title Report and Environmental Reports is hereby removed and replaced with the following:

Proposers may view and download from the internet copies of the environmental report, Corrective Action Completion Report (CACR), parts 1 thru 3, dated August 17, 20011, preliminary title report and survey that were prepared for the CTA. **CTA makes no representations or warranties whatsoever with respect to the accuracy or completeness of any environmental report, preliminary title report, survey, or any other information or material furnished by or on behalf of the CTA.**

Instructions for downloading files from the internet are as follows:

- a. Paste the following link into the URL address field of your internet browser: <ftp://ftp.transitrealty.com/>
- b. In the "Log On" screen, enter the following:
 - i. [User name]: ftpuser5
 - ii. [Password]: CTA77mmm
 - iii. [Click the "Log On" Button]
- c. Click the directory "Download"
- d. Click the directory "Archer Garage"
- e. Click the filename(s) of the document you wish to view and/or download

Hard copies of environmental report, CACR report, preliminary title report and survey may also be viewed at Jones Lang LaSalle's Chicago office location per at 200 East Randolph Street, Chicago, IL.

There are no other changes at this time.

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION

Notice is hereby given that the proposed due date heretofore advertised as Thursday, September 15, 2011, has been extended to Monday, October 17, 2011, no later than 3:30 p.m. in the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498 for the following item:

Req. B11RG04085

Request for Proposals for Sale of CTA Property Located at 2600 West Pershing Road, Chicago, IL.

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

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

The right is reserved to accept any proposal or to reject any and all proposals.

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President, Purchasing

September 14, 2011



CHICAGO TRANSIT AUTHORITY

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

September 12, 2011

Subject: RFP No. B11RG04085 – Request for Proposals for Sale of CTA Property Located at
2600 West Pershing Road, Chicago, IL

Re: Notice of Time Extension

Dear Proposer:

The due date for proposals has been extended from September 15, 2011 to **Monday, October 17, 2011 at 3:30pm, Chicago time.**

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

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

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

Previous Due Date: September 15, 2011

New Due Date: Monday, October 17, 2011

Proposals must be received no later than 3:30p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. If the delivery of the proposal is delayed beyond the date and hour set, 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.

The following documents should be submitted with the proposal:

**Ten copies of the Technical Proposal;
Ten copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

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

Sincerely,

James Kozicki
Manager II, Purchasing

cc: File



CHICAGO TRANSIT AUTHORITY

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

August 16, 2011

Subject: RFP No. B11RG04085 – Request for Proposals for the sale of CTA property located at 2600 West Pershing Road, Chicago, IL

Re: Addendum # 1

Dear Proposer:

Attached please find Addendum # 1 to the subject RFP. This Addendum # 1 contains corrections to the RFP document. Also, attached please find the Form of Irrevocable Letter of Credit which is to be inserted into the original solicitation package you received as Exhibit # 2. Please take this information into account when preparing your response.

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

In Hand or Drop Off

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

or Mail to

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

Due Date: Thursday September 15, 2011

Proposals must be received no later than 3:30p.m. Chicago time

Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour. 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.

The following documents should be submitted with the proposal:

**Ten copies of the Technical Proposal;
Ten copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

Your response should identify the RFP number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section. **Written questions must be submitted via e-mail to pmckenna@transitchicago.com no later than Monday, August 22, 2011 at 4:30PM. Questions received after this date and time will not be accepted.**

Sincerely,

James Kozicki
Manager II, Purchasing

cc: File

Addendum # 1
Requisition No. B11RG04085

Specific Modifications:

p. 4, Section II, Environmental Conditions and Requirements-paragraph 1 is hereby removed and replaced with the following:

CTA has enrolled the Property in the IEPA's Leaking Underground Storage Tank Program ("LUST"). It is recommended that the Proposer opt out of the LUST Program and enroll this site in the IEPA's Voluntary Site Remediation Program ("SRP") to obtain an NFR letter **for Proposer's intended use of the Property**. Laicon, Inc. has prepared a Phase I and Phase II Environmental Site Assessment on behalf of the CTA which have been made a part of this RFP and are available for review. **If a Proposer determines that they would like to conduct their own environmental investigation they must submit their request for Right of Entry onto the Property via e-mail to pmckenna@transitchicago.com no later than Monday, August 22, 2011 at 4:30PM.**

p. 4, Section III, A. Environmental Clean-up- paragraph 1 is hereby removed and replaced with the following:

As additional consideration of the sale of this site, the CTA will require the successful Proposer to commit to obtaining a Letter of No Further Remediation within one year of the of the sale of the Property. The successful Proposer is expected to complete the remediation with its own resources of funds within one year transfer of title. **In order to guarantee the completion of the necessary remediation, the CTA will require the successful Proposer to obtain an Irrevocable Letter of Credit in the amount of \$600,000 if the intended use of the Property will be commercial/industrial, or \$1,300,000 if the intended use for the Property will be residential,** from a Nationally Chartered Bank which has offices in the City of Chicago. The form of the letter of credit should be in substantial conformance with the Irrevocable Letter of Credit attached as Exhibit 2. The Letter of Credit will remain in effect until a "Letter of No Further Remediation" is issued by the IEPA for the Property. The Successful proposer will also be required to obtain Remediation Stop Loss Coverage for the amount of the estimated cost to accomplish the necessary remediation. The CTA shall be named as the additional insured on the policy.

Appendix A. Purchase and Sale Agreement- p. 13, Section 11, is hereby removed and replaced with the following:

11. As additional consideration of the sale of this site, the CTA will require the successful Proposer to commit to obtaining a Letter of No Further Remediation within one year of the of the sale of the Property. The successful Proposer is expected to complete the remediation with its own resources of funds within one year transfer of title. **In order to guarantee the completion of the necessary remediation, the CTA will require the successful Proposer to obtain an Irrevocable Letter of Credit in the amount of \$600,000 if the intended use of the Property will be commercial/industrial, or \$1,300,000 if the intended use for the Property will be residential,** from a Nationally Chartered Bank which has offices in the City of Chicago. The form of the letter of credit should be in substantial conformance with the Irrevocable Letter of Credit attached as Exhibit 2. The Letter of Credit will remain in effect until a "Letter of No Further Remediation" is issued by the IEPA for the Property. The Successful proposer will also be required to obtain Remediation Stop Loss Coverage for the amount of the estimated cost to accomplish the necessary remediation. The CTA shall be named as the additional insured on the policy. This requirement shall survive the delivery of the deed.

There are no other changes at this time.

EXHIBIT 2

NATIONALLY CHARTERED BANK IRREVOCABLE STANDBY LETTER OF CREDIT

Issue Date: Date of Sale

Expiration Date: Presentation of the NFR letter from IEPA to CTA

Applicant:

Beneficiary: Chicago Transit Authority ("CTA"), a municipal corporation.

Issuer: A Nationally Chartered Bank with offices in the City of Chicago.

Amount: 150% of the estimated amount of remediation costs as calculated by Laicon in its Phase II report.

Ladies and Gentlemen:

We hereby establish our Irrevocable Standby Letter of Credit No. _____ in favor of Beneficiary.

This Irrevocable Standby Letter of credit is available by your draft drawn at sight or via overnight courier, wire, or Authenticated SWIFT on (name of banking institution) (Issuer), duly signed, endorsed and marked: Drawn under Irrevocable Standby Letter of Credit No. _____ dated _____ (Issue Date).

Partial and multiple drawings are allowed. No Charge to the Beneficiary on draws.

The original or a copy of the Irrevocable Standby Letter of Credit and subsequent amendments, if any, must accompany all draws submitted at sight or via overnight courier. The documents that the Beneficiary submitted will be returned to the Beneficiary if the sight draft does not exhaust the maximum amount available under this Letter of Credit and the Letter of Credit has not expired or been terminated.

It shall be a condition of this Letter of Credit that it shall be deemed automatically renewed for additional periods of one year unless at least 60 days prior to its then expiration date Issuer notifies Beneficiary in writing that it will not renew the Letter of Credit or until the CTA has received the CFR letter from the IEPA.

We hereby engage with you that all drafts drawn under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored if presented as described above by the Beneficiary to Issuer at _____ Chicago, IL 606__ (or other branch office located in Chicago, IL) with a certification, to be executed by CTA's president or Executive Vice President, Operations Support (or its equivalent title) stating either of the following:

(a) That the Beneficiary has received a notice from Issuer that it has elected not to renew this Letter of Credit, and Applicant has failed to present a substitute letter of credit within 30 days after Beneficiary has received the notice of the non-renewal of the letter of Credit; or

(b) Under the terms of the Purchase and Sales Agreement between the Beneficiary and the Applicant dated _____ 2011 the Applicant is obligated to obtain a Letter of No Further Remediation (NFR Letter) from the IEPA within one year from the date of the Sales and Purchase Agreement and the Applicant has failed to obtain the NFR letter.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (1993 Revision) of the International Chamber of Commerce Publication No. 500 (UCP) and to the Uniform Commercial Code-Letters of Credit, 810 ILCS 5/5-101 et seq., as amended, as in effect in the State of Illinois (UCC). To the extent the provisions of the UCP and the UCC conflict, the provisions of the UCP shall control.

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

NOTICE OF TIME EXTENSION AND SITE VISIT

Notice is hereby given that the proposed due date heretofore advertised as Monday, August 29, 2011, has been extended to Thursday, September 15, 2011, no later than 3:30 p.m. in the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois 60661-1498 for the following item:

Req. B11RG04085

Request for Proposals for Sale of CTA Property Located at 2600 West Pershing Road, Chicago, IL.

***A Site Visit has been scheduled for the subject property for Wednesday, August 17, 2011 from 1:00 pm to 3:00 pm, Chicago Time.**

****The deadline for written questions regarding this sale has also been extended. Questions are now due no later than 4:30 pm, Monday, August 22, 2011. Questions received after this date and time will not be accepted.**

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

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

The right is reserved to accept any proposal or to reject any and all proposals.

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President, Purchasing

August 12, 2011



CHICAGO TRANSIT AUTHORITY

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

August 10, 2011

Subject: RFP No. B11RG04085 – Request for Proposals for Sale of CTA Property Located at
2600 West Pershing Road, Chicago, IL

Re: Notice of Time Extension and Site Visit

Dear Proposer:

The due date for proposals has been extended from August 29, 2011 to **Thursday, September 15, 2011 at 3:30pm, Chicago time. Also, the deadline for written questions regarding this sale has been extended. Questions are now due no later than 4:30pm, Monday, August 22, 2011. Questions received after this date and time will not be accepted. Finally, there will be a site visit at the subject property on Wednesday, August 17, 2011 from 1:00pm to 3:00pm, Chicago time.**

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

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

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

New Due Date: Thursday, September 15, 2011

Previous Due Date: August 29, 2011

Proposals must be received no later than 3:30p.m. Chicago time

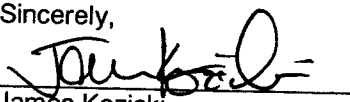
Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised due date and hour. If the delivery of the proposal is delayed beyond the due date and hour set, proposals thus 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.

The following documents should be submitted with the proposal:

**Ten copies of the Technical Proposal;
Ten copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

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

Sincerely,


James Kozicki
Acting Manager II, Purchasing

cc: File

CHICAGO TRANSIT AUTHORITY
Advertisement for Professional Services

Proposals will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake, Chicago, Illinois, 60661-1498, no later than 3:30 p.m. on Monday, August 29, 2011:

Req. B11RG04085

Request for Proposals (RFP) for Sale of CTA Property
Located at 2600 West Pershing Road, Chicago, IL.

Bid Deposit: 5% of bid

Written questions regarding this RFP must be submitted no later than 4:30 p.m., Monday, August 15, 2011 via e-mail to pmckenna@transitchicago.com. Questions received after this date and time will not be accepted.

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

PLEASE NOTE: Where proposals are sent by mail, delivery service or delivered in-person to the CTA Bid Office, the bidders shall be responsible for their delivery only to the Bid Office before the advertised due date and hour for the proposals. The Bid Office hours are Monday through Friday from 8:00 a.m. to 4:30 p.m. Chicago time, except holidays. The right is reserved to accept any proposal or to reject any and all proposals.

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

CHICAGO TRANSIT AUTHORITY

By: Marina Popovic
Vice President, Purchasing

July 25, 2011



CHICAGO TRANSIT AUTHORITY

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

July 25, 2011

Subject: RFP No. B11RG04085 – Request for Proposals for Sale of CTA Property Located at
2600 West Pershing Road, Chicago, IL

Dear Proposer:

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

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

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

Due Date: Monday, August 29, 2011

Proposals must be received no later than 3:30p.m. Chicago time

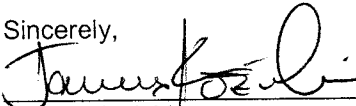
Where proposals are sent by delivery service or delivered in-person to the CTA Bid Office, the proposers shall be responsible for their delivery to the Bid Office no later than the advertised date and hour for the opening of bids. If the delivery of the proposal is delayed beyond the date and hour set 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.

The following documents should be submitted with the proposal:

**Ten copies of the Technical Proposal;
Ten copies of the Price Proposal; and
Four copies of the DBE portion of the proposal.**

Your response should identify the requisition number, the name of the project, the name and address of your firm, a contact person and phone number on the cover page in each section. **Written questions must be submitted via e-mail to pmckenna@transitchicago.com no later than Monday, August 15, 2011 at 4:30PM. Questions received after this date and time will not be accepted.**

Sincerely,


James Kozicki
Acting Manager II, Purchasing

cc: File



**Chicago Transit Authority
Requisition No. B11RG04085
Request for Proposal (RFP)**

For

**Sale of 2600 West Pershing Road
Chicago, IL**

Confidentiality and Non-Disclosure: Proposers requiring additional assistance shall only contact Patrick McKenna, Senior Procurement Administrator, at (312) 681 – 2428. Proposers who contact any CTA personnel, either verbally or in writing, concerning this solicitation package, are in violation of the procedures for this procurement and any submitted proposals may be disqualified. Proposers are required to sign and submit the "Non-Disclosure Statement" (Appendix G) with the proposal.

**ISSUED BY
Purchasing Department, Chicago Transit Authority
P.O. Box 7560, Chicago, IL 60680-7560
Marina Popovic, Vice President, Purchasing
Forest Claypool, President
Terry Peterson, Chairman**

| |
|--------------------------|
| TABLE OF CONTENTS |
|--------------------------|

| <u>Section</u> | <u>Title</u> | <u>Page</u> |
|-----------------------|-----------------------------------|--------------------|
| I. | CTA Background Information | 3 |
| II. | Introduction | 3 |
| III. | Conditions of the Sale | 5 |
| IV. | Contract and General Requirements | 5 |
| V. | Proposal Submittal Requirements | 6 |
| VI. | Evaluation Process and Criteria | 7 |

EXHIBITS

| | |
|------------|--------------------------------------|
| Exhibit 1: | Property Plan |
| Exhibit 2: | Form of Irrevocable Letter of Credit |

Appendices

| | |
|-------------|---|
| Appendix A: | Purchase and Sale Agreement – MODEL NOT FOR EXECUTION |
| Appendix B: | Bid Protest Procedures |
| Appendix C: | CERTIFICATION – Debarment |
| Appendix D: | CERTIFICATION – Lobbying |
| Appendix E: | Brief History of Your Company |
| Appendix F: | Disclosure of Ownership |
| Appendix G: | Non-Disclosure Statement |
| Appendix H: | Price Proposal |

I. CTA BACKGROUND INFORMATION

The Chicago Transit Authority (CTA or Authority) operates the nation's second largest public transportation system serving the City of Chicago and 40 surrounding suburbs. On an average weekday, nearly 1.7 million rides are taken on the CTA. CTA has approximately 1,800 buses that operate over 140 routes and 2,230 route miles. Buses provide about 1 million customer trips a day and serve approximately 11,500 posted bus stops. CTA's 1,190 rapid transit cars operate over eight routes and 224 miles of track. CTA trains provide about 700,000 customer trips each day and serve 144 stations.

Chicago is one of the few cities in the world that provides rapid transit service to two major airports. From the downtown area, the CTA's Blue Line takes customers to O'Hare International Airport, and the Orange Line takes customers to Midway Airport.

Additional information about the CTA and its services are available at www.transitchicago.com.

II. INTRODUCTION

CTA's predecessor transit companies constructed maintenance facilities that are now obsolete, the sites of some of which are eligible for sale. In selling the property located at 2600 West Pershing Road, Chicago, IL ("Property"), the CTA seeks to select a proposer with the best plan to obtain a "Letter of No Further Remediation" ("NFR") from the Illinois Environmental Protection Agency ("IEPA") and who will also provide the highest possible return to maximize non-farebox revenue.

Description of Site

The Property contains approximately 274,810 square feet of land, or approximately 6.31± acres and currently serves as the Archer Bus Garage. The existing 224,910 square foot structure is being used as a bus storage facility. The parcel is generally rectangular in shape and relatively flat. The Property contains frontage on the following rights-of-way: approximately 100 feet on West 38th Street, approximately 50 feet on South Rockwell Street, over 65 feet on West Pershing Road and approximately 35 feet on South Archer Avenue. A Property plan is provided in Exhibit 1.

Legal Description

BLOCK "C" BEING A CONSOLIDATION OF LOTS 141, 142, 143, 158, 159, AND 160 IN THE TOWN OF BRIGHTON; ALSO LOTS 1, 2, 3, 4, 15, 16, 17 AND 18 IN BLOCK 13, AN LOTS 1, 2, 3, 4, 15, 16, 17, AND 18 IN BLOCK 16 OF CORWITH'S RESUBDIVISION OF LOTS 81 TO 120, 124 TO 140, 144 TO 150, 152 TO 157, ALL INCLUSIVE IN THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH VACATED ALLEYS AND VACATED PORTION OF 38TH PLACE LYING BETWEEN SAID LOTS IN SAID BLOCKS 13 AND 16 IN CORWITH'S SUBDIVISION, ALL AS SHOW UPON THE CERTAIN PLAT, RECORDED APRIL 4, 1910 IN PLAT BOOK 106, PAGE 33, AS DOCUMENT NUMBER 4535099, IN COOK COUNTY, ILLINOIS.

Survey, Preliminary Title Report and Environmental Reports

Proposers may view and download from the internet copies of the environmental report, preliminary title report and survey that were prepared for the CTA. **CTA makes no**

representations or warranties whatsoever with respect to the accuracy or completeness of any environmental report, preliminary title report, survey, or any other information or material furnished by or on behalf of the CTA.

Instructions for downloading files from the internet are as follows:

- a. Paste the following link into the URL address field of your internet browser: <ftp://ftp.transitrealty.com/>
- b. In the "Log On" screen, enter the following:
 - i. [User name]: ftpuser5
 - ii. [Password]: CTA77mmm
 - iii. [Click the "Log On" Button]
- c. Click the directory "Download"
- d. Click the directory "Archer Garage"
- e. Click the filename(s) of the document you wish to view and/or download

Hard copies of environmental report, preliminary title report and survey may also be viewed at Jones Lang LaSalle's Chicago office location per at 200 East Randolph Street, Chicago, IL.

Zoning

The Property is zoned as C1-2 "Neighborhood Commercial District" in the City of Chicago.

Existing Occupancy

CTA bus storage facility.

Title

The Chicago Transit Authority will furnish a quit-claim deed to the successful proposer subject to the exceptions noted in this RFP. Proposer will be solely responsible for and must pay all costs associated with obtaining an updated title report if it deems it necessary.

Possession

Possession will be delivered upon the closing of the transaction.

Environmental Conditions and Requirements

CTA has enrolled the Property in the IEPA's Leaking Underground Storage Tank Program ("LUST"). It is recommended that the Proposer opt out of the LUST Program and enroll this site in the IEPA's Voluntary Site Remediation Program ("SRP") to obtain an NFR letter. Laicon, Inc. has prepared a Phase I and Phase II Environmental Site Assessment on behalf of the CTA which have been made a part of this RFP and are available for review. **If a Proposer determines that they would like to conduct their own environmental investigation they must submit their request for Right of Entry onto the Property via e-mail to pmckenna@transitchicago.com no later than Monday, August 15, 2011 at 4:30PM.**

III. CONDITIONS OF THE SALE

A. Environmental Clean-up

As additional consideration of the sale of this site, the CTA will require the successful Proposer to commit to obtaining a Letter of No Further Remediation within one year of the of the sale of the Property. The successful Proposer is expected to complete the

remediation with its own resources of funds within one year transfer of title. The CTA will require the successful Proposer to obtain an Irrevocable Letter of Credit in the amount of 150% of the amount estimated to accomplish the necessary remediation from a Nationally Chartered Bank which has offices in the City of Chicago. The form of the letter of credit should be in substantial conformance with the Irrevocable Letter of Credit attached as Exhibit 2. The Letter of Credit will remain in effect until a "Letter of No Further Remediation" is issued by the IEPA for the Property. The Successful proposer will also be required to obtain Remediation Stop Loss Coverage for the amount of the estimated cost to accomplish the necessary remediation. The CTA shall be named as the additional insured on the policy.

Proposers are responsible for exercising due diligence regarding the environmental condition of the Property.

B. Bus Stop

The successful Proposer will be responsible to provide a cut out for a bus stop for the #39 Pershing at the Archer Garage site which would allow buses to get out of traffic or the parking lane when boarding and alighting customers.

The cut out should be located on the north side of Pershing (westbound traffic) before the alley. The total length of the cut out (from the alley eastbound) should be a minimum of 120' long and 12' wide, with an 8' wide sidewalk.

IV. GENERAL REQUIREMENTS

This RFP is intended to allow the CTA to select a proposer with the best plan to obtain a Letter of No Further Remediation from the Illinois Environmental Protection Agency and who will also provide the highest possible return to maximize non-farebox revenue. If awarded, the Authority will make an award to **one** responsible Proposer whose offer best conforms to the requirements of this RFP and is most advantageous to the Authority. A Purchase and Sale Agreement will be executed with the successful Proposer as a result of this RFP in substantially the same form as shown in Appendix A.

A. Minimum Offer-The minimum acceptable offer to purchase the Property is \$1,500,000 (One Million Five Hundred Thousand Dollars).

B. Responses Must Present an Environmental Remediation Plan –Proposals must outline the major milestones of a plan to accomplish the environmental remediation of the Property including cost estimates. The plan must identify the licensed engineer to be engaged in completing the plan and remediation. The remediation plan culminates in the proposer's obtaining from the IEPA a Letter of No Further Remediation within one year of the sale of the Property.

C. Proposals Must Be Accompanied by an Earnest Money Deposit- All proposals must be accompanied by a cashier's check, certified check, money order, or an acceptable bond equal in value to five percent of the gross purchase price proposal. All cashier checks, certified checks, or money orders must be drawn on a responsible organization doing business in the United States and must be made payable to the Chicago Transit Authority. Any bond submitted must have an Alfred M. Best Company "B+" Policyholders Rating or better. The effective dates of the bond must extend to no less than ninety days after the due date of the proposals. Upon execution of a Purchase and Sale Agreement (See Appendix A for a model agreement) by the successful Proposer, the successful Proposer's deposit will be applied as earnest money under the contract, or, if the deposit is in the form of a bond, it must be replaced by cash earnest money upon execution of

contract. The deposits of all Proposers whose proposals are not selected will be returned no later than ten business days after the execution of a Purchase and Sale Agreement with the selected proposer. Any interest on the deposits shall accrue to the benefit of the CTA.

V. PROPOSAL SUBMITTAL REQUIREMENTS - A complete proposal must consist of the following:

Responses shall be submitted with material printed on one side only on standard 8 1/2" x 11" letter-size paper with removable binding on the left hand side. The use of expensive papers and binding and elaborate submittals is discouraged. All proposals submitted become the property of the CTA and no materials will be returned. The Technical Proposal and Price Proposal must each be submitted under separate cover. Documents with original signatures should be clearly labeled as such. Proposers are advised to adhere to the submittal requirements. The proposal must contain sufficient detail to enable the CTA to evaluate it according to the criteria outlined in Section VI, Evaluation Process and Criteria. Failure to comply may be cause for rejection of the submission. The Chicago Transit Authority reserves the right to accept or reject any or all submittals or parts thereof.

Part I. TECHNICAL PROPOSAL
(Ten copies – 8 1/2" x 11" paper)

A. Cover Letter

The cover letter must contain a commitment to complete the Conditions of the Sale described in Section III of this RFP.

B. Comprehensive Plan

The Proposer shall submit a comprehensive plan on how the CTA's goals will be accomplished. This plan must explain how the firm will utilize its experience, skills, and resources to meet the CTA's schedule and complete the Conditions of the Sale described in Section III.

The comprehensive plan should detail all tasks the Proposer deems necessary in fulfilling the Conditions of Sale. A breakdown of each task, and the time and resources required to complete each task, should be included. An approximation of the project completion in a Gantt-type chart, or some other chart displaying the relevant information, also should be included.

The Proposer should explain their rationale behind the approach presented, which may include relevant information and industry standards, as they see fit.

C. Qualifications of the Proposer

The Proposer should identify those skills that demonstrate prior experience in purchasing and performing environmental clean up on properties of similar size and complexity. The ideal firm will have more than 10 years of relevant experience. Proposers should list contact information for identified firms so the Authority may verify the accuracy of all statements made.

D. Experience of Key Personnel and Organizational Structure

The Proposer should identify all key personnel dedicated to this engagement and percentage of time each staff member will work on this engagement. Additional staff personnel should also be identified based on proposed strategies. In all cases, the resumes and qualifications of each individual identified should be included. Ideally, the Proposer will identify **two or more persons** having a **minimum of three years** relevant experience.

The Proposer should provide a proposed organizational structure for this engagement, including the resumes of all above identified personnel, and subcontractors, if applicable. Also, a project overview identifying the relative roles of all personnel, including any subcontractors, should be included.

E. Table of Exceptions

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

Part II. PRICE PROPOSAL
(Ten copies – 8 ½" x 11" paper)

A fully completed **Price Proposal** must include the following items:

1. The completed Price Proposal form found in Appendix H;
2. Completed copies of Appendices C through G

VI. EVALUATION PROCESS AND CRITERIA

All proposals will be evaluated by the CTA, which reserves the right to make an award or choose not to award to any Proposer, on the basis of greatest benefit to the CTA. The evaluation will be based primarily on the written proposal. However, the CTA may also require oral presentations by those Proposers in the competitive range. All responses will be evaluated by one or more evaluation committee(s). Following the evaluation process the CTA may select Proposers in the competitive range for negotiations.

The CTA reserves the right to reject any or all proposals or parts thereof as it deems necessary for any reason. In addition, the CTA reserves the right to make an award to **one** responsible Proposer whose offer best conforms to the requirements of this solicitation and is most advantageous to the CTA.

In reviewing and evaluating the responses to this RFP, the CTA will consider the following factors, which are listed in order of relative importance, beginning with the most important:

1. **Quality and comprehensiveness of plan (Section V, Part I); and**
2. **Price Proposal (Section V, Part II); and**
3. **Firm's experience and Key Personnel (Section V, Part I)**

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

Proposers in the competitive range, in contention for negotiations or award of the contract, may be required to make oral presentations. Failure of a firm to report for an oral presentation will be cause for dismissal of that firm's proposal from further consideration, provided that the CTA has given adequate notice for the Proposer to prepare the oral presentation. **However, the CTA is not required to hear a presentation from any Proposer and reserves the right to issue a contract based on the initial proposal submitted without providing any firm an opportunity for oral presentations or negotiations.**

After determining which Proposers are in the competitive range, the CTA may conduct negotiations with those Proposers to discuss any deficiencies in their proposal and to ensure that the Proposers fully understand all the requirements of this RFP and have, or can obtain, the required equipment, personnel, materials, insurance, software, hardware, or services. Should negotiations occur, the CTA will issue to those Proposers remaining in the competitive range an invitation to submit a **Best and Final Offer (BAFO)**. The BAFO will reflect the Proposer's final cost/price proposal to the CTA based on all the clarifications to the RFP requirements included in the oral presentation and/or negotiations.

At the conclusion of negotiations, and following receipt of any and all additional materials requested, CTA may determine a relative ranking of Proposers based on an all-inclusive evaluation.

Property Plan



Exhibit 2

Form of Irrevocable Letter of Credit

Appendix A

Purchase and Sales Agreement –

MODEL NOT FOR EXECUTION

**PURCHASE AND SALE AGREEMENT
BETWEEN
THE CHICAGO TRANSIT AUTHORITY AND [Buyer]**

This Purchase and Sale Agreement ("Agreement") is made on _____, 2011, by and between the Chicago Transit Authority ("CTA"), an Illinois municipal corporation, and the ("Buyer") an Illinois _____ Company, for the parcel of real property described in "Exhibit A" attached hereto ("Property").

Whereas, the CTA currently owns the Property which had been used as a bus garage; and

WHEREAS, the Buyer has agreed to purchase the Property for the amount of _____ \$
Dollars and

WHEREAS, the CTA has declared the Property is no longer needed for transit purposes and has agreed to sell the Property to the Buyer for the sum of _____ Dollars and the additional consideration set forth herein; and

WHEREAS, the Buyer has provided an Earnest Money Deposit in the amount of \$ _____
dollars.

Now, therefore, the parties hereto, in consideration of the mutual covenants hereinafter contained agree as follows:

1. The recitations set forth above constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.
2. The Buyer has agreed to purchase the Property for the sum of _____ Hundred Thousand Dollars (\$ _____,000.00) and such additional consideration as is set forth in sections 11 and 13 hereof and the CTA agrees to sell the Property to the Buyer for said sum.
3. The CTA will convey the Property by a Quit Claim Deed to the Buyer, subject to the following exceptions ("Permitted Exceptions"):
 - (a) General taxes.
 - (b) Special assessments.

- (c) Questions of survey, including encroachments, if any.
 - (d) Building lines and building and liquor restrictions.
 - (e) Zoning and building laws and ordinances.
 - (f) Private, public and utility easements.
 - (g) Covenants and restrictions of record
 - (h) Party wall rights and agreements, if any.
 - (i) Existing leases, if any.
 - (j) Payment of all stamp and transfer taxes by the Buyer.
 - (k) Roads and highways.
 - (l) Unrecorded agreements recited in the Title Report.
4. Subject to the terms set forth above, the Closing Date shall be on or before _____, 2011. Such date may be extended by a signed written agreement of the parties. Should the Buyer fail to complete the Purchase of the Property on or before _____, 2011., the CTA may terminate the contract and declare it null and void, and retain the Earnest Money Deposit.
5. The purchase price for the Property, less the Earnest Money Deposit, will be paid in the form of a cashier's or certified check made payable to the Chicago Transit Authority at the Closing Date for the Property.
6. After approval of the sale by the Chicago Transit Board, the CTA shall deliver to the Buyer an updated Title Report concerning the Property. Written notice of any material defect in the title which appears on the Title Report, other than a Permitted Exception, must be given by the Buyer to the CTA within seven (7) calendar days of the date upon which the Title Report is delivered to Buyer by the CTA. If such notice is not received by the CTA by such date, the Buyer shall be deemed to have waived objection to any matter appearing in the Title Report.
- In the event the Buyer gives the CTA timely notice of a material title defect other than a Permitted Exception which cannot be corrected by the CTA within thirty (30) days, the Buyer may elect to terminate this Agreement after written notice to the CTA and the Earnest Money Deposit will be returned to the Buyer; or accept title to the Property subject to said defect, which shall thereafter be considered a Permitted Exception, without any adjustment in the purchase price.
7. Within ninety (90) days from the approval of the sale by the Chicago Transit Board, the Buyer may obtain an updated survey, and may obtain engineering inspections or tests (collectively "Due Diligence Reports") for the property at its own cost. Within five (5) business days after receiving any of the Due Diligence Reports, Buyer shall deliver the Due Diligence Reports along with written notice of any and all material defects disclosed by the Due Diligence Reports. Buyer shall be

deemed to have waived any objections to any matters discovered or disclosed in the Due Diligence Reports of which Successful Proposer has not given timely written notice to CTA.

The Buyer or Buyer's Agents entering the Property for purposes of preparing the Due Diligence Reports may be required to first execute CTA's right of entry agreement and provide insurance in form and amount acceptable to CTA.

8. Within ninety (90) days from the approval of the sale by the Chicago Transit Board, the Buyer may, at its own cost, seek zoning relief if necessary for Buyer's intended use of the Property. Buyer shall promptly notify CTA in writing of its intent to seek zoning relief, and shall keep CTA updated on all developments regarding such effort.

If Buyer is unable to obtain the zoning relief, permits, and/or approvals for its intended use of the Property, Buyer may terminate this agreement by written notice to the CTA within five (5) business days of such adverse decision or ruling, in which case CTA will return the Earnest Money Deposit to Proposer. If Proposer does not give said notice, Proposer will be deemed to have accepted the Property subject to existing zoning bylaws, municipal ordinances, and any other land use restrictions.

Buyer may seek further extension to complete the Due Diligence Reports, to resolve any issues associated with the Due Diligence Reports, or to obtain zoning relief, permits and/or approvals for Buyer's intended use of the Property. Buyer must notify CTA in writing of Buyer's request to further extend at least five (5) days prior to the expiration of such period. CTA may, in its sole discretion, either grant or deny further extension by written notice to Buyer.

9. Possession of the Property shall be delivered as of the date of the delivery of the deed. The Buyer agrees to accept the Property in an "as is" condition.

10. The CTA is not obligated to provide a survey of the Property, title insurance upon the Property or any other documentation of any nature concerning the Property. The Buyer agrees and acknowledges that it is not relying on any express or implied warranties, promises, guarantees, or representations made by the CTA or anyone acting or claiming to act on behalf of the CTA in purchasing the Property. The CTA hereby expressly disclaims any express or implied warranties or covenants as to the value, character, quality, quantity or condition of the Property or any improvements thereon.

11. As additional consideration for the purchase of the Property, the Buyer shall perform the necessary environmental remediation work to obtain a "Letter of No Further Remediation" from the Illinois Environmental Protection Agency within one year of the sale of the Property as explained in further detail on Exhibit B. The CTA will require the Buyer to provide insurance satisfactory to the CTA, and also to obtain an Irrevocable Letter of Credit in the amount of 150% of the amount estimated to accomplish the necessary remediation. The Letter of Credit will remain in effect until a "Letter of No Further Remediation" is issued by the IEPA for the Property. The Buyer will also be required to obtain Remediation Stop Loss Coverage for the amount of the estimated cost to accomplish the necessary remediation. The CTA shall be named as the additional insure on the policy. This requirement shall survive the delivery of the deed.

12. The Buyer agrees and acknowledges that the CTA has noted the presence of Hazardous Substances (as defined below) on the Property and that the CTA has made no representation concerning the existence or non-existence of any violation, past or present, of Environmental Laws (as defined below) affecting the Property. The Buyer hereby waives any and all claims, actions, causes of action, suits or demands of any nature against the CTA which the Buyer may have now or in the future for damages, payments, costs, or expenses (including, without limitation, *claims of contribution or indemnity* and any expenses of investigation of the condition of the property, regardless of the results of such investigation) suffered by the Buyer as a result of the presence or possible presence of any Hazardous substances on or near the Property or the violation, at any time in the past, present, or future, of any Environmental Laws affecting the Property.

This waiver shall survive the transfer of the Property to the Buyer. As used herein, Hazardous Substances means any toxic or hazardous wastes, pollutants, or substances, including without limitation, asbestos, PCSs, petroleum products and b-products, and substances defined as "hazardous substances" or "toxic substances" or similarly identified in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1801, et seq., The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., Clean Water Act, 33 U.S.C. Sec. 1251 et seq., as amended, Clean Air Act, 42 U.S.C. Sec. 7401 et seq., or in any other applicable federal, state, or local Environmental Laws.

13. The Buyer will be responsible to provide for CTA use, a cut out for a bus stop for the #39 Pershing at the Archer Garage site which would allow buses to get out of traffic or parking lane when boarding and alighting customers. The cut out should be located on the north side of Pershing (westbound traffic) before the alley. The total length of the cut out (from the alley eastbound) should be a minimum of 120' long and 12' wide, with an 8' wide sidewalk. This requirement shall survive the delivery of the deed.

14. The Buyer, for itself and its beneficiaries, successors, assigns, and agents, hereby releases, waives, and forever discharges the CTA and its agents, attorneys, and representatives of, from, and against any and all claims, actions, causes of action, suits, debts, bills, specialties covenants, controversies, and demands whatsoever at law or in equity arising out of or in connection with inspections of the Property by the Buyer or its agents or representatives.

15. The Buyer for itself and its successors or assigns shall and hereby does indemnify, defend, and hold harmless the CTA and its successors, assigns, and agents from and against (a) any and all losses, liabilities, claims, damages, obligations, payments, costs, and expenses (including without limitation, expenses of investigation and any of the foregoing incurred whether or not resulting in any claim or litigation), (b) the costs and expenses of any and all actions, suits, proceedings, demands, assessments, judgments, settlements, payments, and compromises relating to any third party claims (whether or not resulting or likely to result in litigation), and (c) reasonable attorneys' fees and expenses of the CTA, and its successors, assigns, or agents; arising out of or due to, directly or indirectly, the inspection of the Property by the Buyer or its agents or representatives.

16. Time is of the essence in this Agreement.

17. All notices given under this instrument shall be in writing and shall be hand delivered or mailed by registered or certified mail, return receipt requested, to the addresses set forth below:

BUYER:

CTA: Chicago Transit CTA
567 West Lake Street
Chicago, IL 60661
Attention: General Manager, Real Estate

18. No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of CTA and by the authorized officer(s) of the Buyer or their respective successors and assigns.

19. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, successors, legal representative, executors, administrators and assigns.

20. By execution of this Agreement, the CTA consents to the Buyer's collateral assignment to and the acceptance by said assignee of the Buyer's rights and obligations under this Agreement. As to any other matters, neither the Buyer nor CTA shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

21. No official, employee or agent of the CTA shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of CTA's execution or attempted execution or because of any breach hereof.

22. If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

23. This Agreement may be comprised of several identical counterparts, each of which may be fully executed by the parties and, once executed, will be deemed an original having identical legal effect.

24. This Agreement constitutes the entire agreement of the parties and, unless specified herein, no representation, inducement, promises or prior agreements, oral or written, between the parties or made by any agent on behalf of the parties or otherwise shall be of any force and effect.

25. The parties agree that any disputes which arise as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction located in Chicago, IL, and that Illinois law shall be applied.

26. In connection with the execution of this Agreement, CTA and the Buyer each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

IN WITNESS WHEREOF, the Buyer and the Chicago Transit Authority have caused this Agreement to be executed, as of the date first set forth above, by their duly authorized officers.

BUYER, an Illinois

CHICAGO TRANSIT AUTHORITY

By: _____
Its: _____

By: _____
Its: Chairman

ATTEST:

ATTEST:

Its: _____

Assistant Secretary

Exhibit A to Purchase and Sale Agreement- Property Plan

Exhibit B to Purchase and Sale Agreement- Environmental Remediation Requirements

Exhibit C to Purchase and Sale Agreement- Irrevocable Letter of Credit

Appendix B

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

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.

Definitions for purposes of this section -

The term "days" refers to working days of the Authority.

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.

Submission of Protest

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

The name and address of the protestor.

The number of the contract solicitation.

A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision.

Protest should be submitted to:

**General Manager Purchasing
Chicago Transit Authority
P.O. Box 7560
Chicago, IL 60680-7560**

Types of Protests and Timing

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

Protest regarding solicitation

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

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

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.

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.

Authority Response

Types of Protests

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

a. Protest regarding solicitation

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

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

b. Protests regarding bid evaluation

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

c. Protests after award

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

Decisions by Authority

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

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

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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

Appendix C

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 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.

Authorized Official) (Signature and Title of

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

APPENDIX C

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

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

its principles:

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

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

(Signature and Title of Authorized Official)

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

APPENDIX D
CERTIFICATION – Lobbying

**Certification for Contracts, Grants, Loans
and Cooperative Agreements**

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

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

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

Executed this _____ day of _____, 20_____.

By: _____
(Type or print name of contractor)

(Signature of authorized officer)

(Title of authorized officer)

Appendix E
Brief History of Your Company

BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Local Contact Person: _____

Title: _____

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

E-Mail: _____

How many years has your company been in business? _____

How many employees? _____ *Annual Sales?* _____

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

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

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

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

Firm Name

Contact Person

Telephone

| | | |
|--|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Appendix F

DISCLOSURE OF OWNERSHIP AND INTERESTS AFFIDAVIT

Every Bidder or Proposer (referred to as "Bidder") submitting a Bid or Proposal to the Authority for a Contract shall submit this Disclosure of Ownership and Interests Affidavit (hereafter Disclosure Affidavit or "Affidavit"). If the Bidder is a joint venture, the joint venture and each of the joint venture partners shall complete a Disclosure Affidavit.

Please print or type all responses clearly and legibly. If you need additional space for a response, attach extra pages. Please indicate the question to which you are responding on any extra pages you attach.

For purposes of this Disclosure Affidavit, the term "Contract" refers to the Contract, concession, agreement, modification, amendment, extension, or other section in connection with which you are submitting the Disclosure Affidavit.

Please note that this Disclosure Affidavit requires Bidders to obtain various certifications from their subcontractors before the subcontractors may perform any work under the Contract. The terms of the required subcontractor certifications are set forth below.

After reviewing your completed Disclosure Affidavit, the Authority's General Counsel or GM, Purchasing may require additional information to achieve full disclosure relevant to the Bid, or other applications.

Requisition Number: _____ Bidder Name: _____

Bidder Business Address:

Authority departments to which you are submitting this form (check one):

☐ Purchasing ☐ Other: _____

The undersigned _____, as _____, and on behalf
(Name) (Title)
of _____ ("Bidder" or "Contractor"), having been duly sworn
(Business Address)
under oath certifies as follows:

DISCLOSURE OF OWNERSHIP INTERESTS

Indicate below whether the Bidder is an individual or a legal entity and, if a legal entity, indicate the type of entity. Then complete Part (A), (B), (C), or (D) below as applicable. All Bidders shall complete Part (E). For Bidders that are sole proprietorships, Part (E) is the only section of Part I that shall be completed. For

Bidders that are joint venturers, the joint venture and each member must complete a separate form. Identify all layers of ownership if the firm has a parent firm.

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Business corporation | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Not-for-Profit corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Partnership |
| | { } Other: _____ |

A. CORPORATIONS (FOR-PROFIT AND NOT-FOR-PROFIT)

This information must be provided for the corporation and for any parent corporation.

- Incorporated in the State of _____.
- List below the name and title of all officers of the corporation:

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

- List below the name and title of all directors of the corporation:

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

- 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: _____

- If there are fewer than 100 shareholders, list below the name, business address, and percentage of ownership interest of each shareholder:

| Name | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

_____ %

3. If there are 100 or more shareholders, list below the name, business address, and percentage of ownership interest for each shareholder who owns shares or options equal to or in excess of 5% of the ownership of the corporation:

| Name | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

TO BE COMPLETED BY NOT-FOR-PROFIT CORPORATIONS ONLY:

List below the name and business address of officers, trustees and board members.

| Name | Business Address | Title |
|-------|------------------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

B. PARTNERSHIPS

List below the name and business address and the percentage of ownership interest for each general, limited, or individual partner entitled to receive 5% or more of the profit derived from partnership activities. The names of all individuals in such partnerships must be listed.

| Name | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

C. LIMITED LIABILITY COMPANIES

1. List below the names and titles of the officers, if any. If there are no officers, write "none":

| Name | Title |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

2. List below the name, business address, and percentage of ownership interest of each (i) member and (ii) manager.

| Name | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

D. LAND TRUSTS, BUSINESS TRUSTS, ESTATES, AND OTHER SIMILAR ENTITIES

1. Trust name and number, or other information identifying the trust: _____
2. List below the name and business address of all trustees:

| Name | Business Address |
|-------|------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. List below the name, business address, and percentage of ownership interest of all beneficiaries:

| Name | Business Address | Ownership Interest |
|-------|------------------|--------------------|
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |
| _____ | _____ | _____ % |

E. ADDITIONAL INFORMATION - TO BE COMPLETED BY ALL BIDDERS

1. Is any ownership interest in the Bidder held by one or more agents or nominees on behalf of another individual or legal entity? ☐ Yes ☐ No

If Yes, list below each principal's name, business address, percentage of ownership interest, and the name of the principal's agent or nominee:

| Name | Business Address | Ownership Interest | Agent/Nominee |
|-------|------------------|--------------------|---------------|
| _____ | _____ | _____ % | _____ |
| _____ | _____ | _____ % | _____ |
| _____ | _____ | _____ % | _____ |

2. Is the Bidder or any ownership interest in the Bidder, constructively controlled by another individual or legal entity, other than an agent or nominee disclosed above? [] Yes [] No

If Yes, list below the name and business address of each individual or entity possessing constructive control, the party whose interest is controlled, and the relationship between the two under which the control is or may be exercised:

| Name | Business Address | Name of Party Whose Interest is Controlled | Relationship |
|-------|------------------|--|--------------|
| _____ | _____ | _____ % | _____ |
| _____ | _____ | _____ % | _____ |
| _____ | _____ | _____ % | _____ |

3. Is any stock or beneficial interest in the Bidder held by a corporation or other legal entity? [] Yes [] No

If Yes, each such corporation or other legal entity shall make all disclosures requested in Part I (Disclosure of Ownership Interests) of this Disclosure Affidavit and shall certify all information provided.

4. Is any ownership interest held by a current or former CTA employee? [] Yes [] No

If Yes, provide names and amount of ownership interest:

| Name | Ownership Interest |
|-------|--------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

5. Is any current or former CTA employee employed by the Bidder: [] Yes [] No

If Yes, provide name, title and areas of responsibility:

| Name | Title | Areas of Responsibility |
|-------|-------|-------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

NOTE: The information provided in this form, shall be kept current. In the event of material changes, the Bidder shall supplement this Affidavit, up to the time the Authority takes action on the Bid, or other application for which this Affidavit is being submitted.

BIDDER:

By _____

(If a corporation and signed by any person other than the President or Vice-President, a certified copy of a resolution or by-law authorizing such person to sign, must accompany this contract)

NOTARIZATION - REQUIRED

State of _____

County of _____

Signed and Sworn to before me on
this _____ day of _____, 2002

By _____
(Signature of Notary Public)

(NOTARY'S SEAL)

Appendix G

NON-DISCLOSURE STATEMENT

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") **Requisition No. B11RG04085 Request for Proposal (RFP) for the sale of 2600 West Pershing Road Chicago, IL**

_____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP. Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.
2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and

representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.

3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.
4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.
5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.

9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX G

RFP NON-DISCLOSURE STATEMENT SUB-CONTRACTOR

In connection with the Proposal submitted herewith in response to the Chicago Transit Authority's ("CTA") Request for Proposal ("RFP") **Requisition No. B11RG04085 Request for Proposal (RFP) for the sale of 2600 West Pershing Road Chicago, IL**

: _____ ("Company") acknowledges and agrees that the evaluation process conducted by the CTA on all Proposals submitted is confidential and sensitive. Company further agrees not to take any action(s) that would frustrate the process, provide any unfair advantage to itself, or provide any advantage or disadvantage to any other proposer in connection with the RFP. Therefore, Company states as follows:

1. All substantive details of the Proposal submitted by Company and all materials and information provided, discussed, disclosed or otherwise conveyed, whether in writing or orally, by the CTA or Company or between Company and CTA during demonstrations, presentations, meetings or negotiations in connection with the CTA's evaluation of Company's Proposal, including cost or price information, technical information or any other proposal information or conditions with respect to the possible procurement transaction contemplated by the RFP (the "Transaction"), the identity of the CTA's evaluation committee, the name of the proposers, or any sub-contractor, and the number of proposers are hereby referred to as "Confidential Evaluation Material" for purposes of this Statement. Confidential Evaluation Material shall also include all communications regarding the Transaction with Authorized CTA Personnel, including: (i) requests for additional information, (ii) requests for tours or management meetings, (iii) discussions or questions regarding the Transaction, (iv) the occurrence, existence, or lack thereof, of any such communication, discussion or negotiation, (v) the status of discussions or negotiations and (vi) the fact that any Confidential Evaluation Material has been made available to Company. The term Confidential Evaluation Materials does not include statements informing another of the submission or existence of the Proposal.
2. Company will limit knowledge of and access to the Confidential Evaluation Materials to only those of its principals, directors, officers, employees and representatives, who have a need to know such information (collectively the "Company Parties") and such Confidential Evaluation Materials shall be used solely in connection with negotiations with Authorized CTA Personnel regarding the Transaction. When the Company discloses Confidential Evaluation Material to any of the Company Parties, it shall be the Company's responsibility to ensure that all Company Parties recognize the confidential nature of such information, together with the restrictions on use and disclosure contained herein.
3. Company will not disclose any Confidential Evaluation Material to any employee, officer or Board member of the CTA who is not named as Authorized CTA Personnel. Additionally, Company will not contact any employee, officer or Board member of the CTA other than the Authorized CTA Personnel on any matter involving this Transaction. Authorized CTA Personnel shall mean only the CTA Procurement Administrator for the Transaction, the General Manager – Purchasing, the Vice President – Purchasing and Warehousing and any other CTA person or position specifically authorized in writing by either the CTA's Procurement Administrator, General Manager - Purchasing, or Vice President – Purchasing and Warehousing.

APPENDIX G

4. The Company shall not disclose any Confidential Evaluation Material to, or use any such information for the advantage or disadvantage of, any third person. The term "third person" shall be broadly interpreted to include without limitation any corporation, company, group, partnership or an individual other than the Company Parties and Authorized CTA Personnel.
5. Notwithstanding the above, the obligations of Company regarding the Confidential Evaluation Material do not apply to information which in the opinion of Company's counsel is otherwise required to be disclosed by law. In such event, Company shall provide CTA with written notice of such a determination, and a supporting statement from its counsel, prior to disclosure.
6. Company shall advise the CTA in writing if it learns of any unauthorized use or disclosure of Confidential Evaluation Material.
7. The CTA shall be entitled to equitable relief, including injunction, if any provision of this Statement is breached. Additionally, the CTA reserves the right to disqualify the Company from further consideration for the Transaction in the event of a breach of the terms of this Statement.
8. This Statement is governed by the laws of the State of Illinois and any lawsuits involving this Statement shall be filed in courts of competent jurisdiction located in Cook County, Illinois.
9. This Statement shall be effective as of the date signed and shall continue in full force and effect until the date on which a contract award for the Transaction is made by the CTA's Board.

Agreed to and Accepted:

Company

By: _____

Name: _____

Title: _____

Date: _____

Appendix H

Price Proposal

TO THE CHICAGO TRANSIT AUTHORITY:

The undersigned-Proposer _____
(Please print/type)

hereinafter referred to as the ("Proposer") offers to purchase the real estate commonly known as **2600 West Pershing Road, Chicago, Illinois**, legally described on Exhibit 1 attached hereto and made a part hereof ("Property"), for the sum of _____ Dollars (\$ _____), and hereby deposits, as earnest money towards the purchase of the Property, the sum of _____ thousand dollars (\$xxx,000.00), in the form of a Certified or Cashier's Check, made payable to the Chicago Transit Authority (hereinafter referred to as the "Proposal to Purchase"). This Proposal to purchase is made subject to the terms and conditions contained herein and in this Request for Proposals.

Dated: _____, 2011

PROPOSER:

(IF AN INDIVIDUAL)

Signature of Proposer _____

Name of Proposer _____

(IF A PARTNERSHIP)

Partnership Name _____

General Partner _____

(signature)

Name _____

General Partner _____

(signature)

Name _____

General Partner _____

(signature)

Name _____

If not signed by all of
the General Partners,
include a certified copy
of a partnership resolution
authorizing the partner(s)
signing to execute this
offer on behalf of the

partnership

(IF A CORPORATION)

Corporate Name _____

By _____
(signature)

Print Name and Title _____

If signed by any person
other than the President
or Vice-President, a
certified copy of resolution
or bylaw authorizing such
person to sign must
accompany this offer

(IF AN LLC)

Name _____

By _____
(signature)

Print Name and Title _____

A certified copy of the LLC's
bylaw authorizing the signatory
must accompany this offer

NOTARIZATION - REQUIRED FOR ALL PROPOSERS

State of _____

County of _____

Signed and Sworn to before me on

this _____ day of _____, 2011

By _____

(Signature of Notary Public)

(NOTARY'S SEAL)

APPENDIX I

CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

Signature and Title of Authorized Official

Date