CHICAGO TRANSIT AUTHORITY
Advertisement for Bids

Sealed bids will be received for the following by Chicago Transit Authority at the Bid Office - 2nd Floor, 567 W. Lake Street, Chicago, IL, 60661-1498, no later than 11:00 a.m. on Thursday, March 6, 2014, at which time all such bids will be opened publicly and read aloud:

Req No: B13RG04275R
Sale of CTA Property at 944 West Barry Avenue, Chicago, Illinois.

BID DEPOSIT: $10,000.00

All inquiries should be directed to Kurt Little, Jones Lang LaSalle, Americas, Inc., at 1-866-323-0640 or by e-mail at Kurt.Little@am.jll.com.

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

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

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

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

CHICAGO TRANSIT AUTHORITY
By: Ellen McCormack
Vice President
Purchasing

January 21, 2014

CHICAGO TRANSIT AUTHORITY

Through

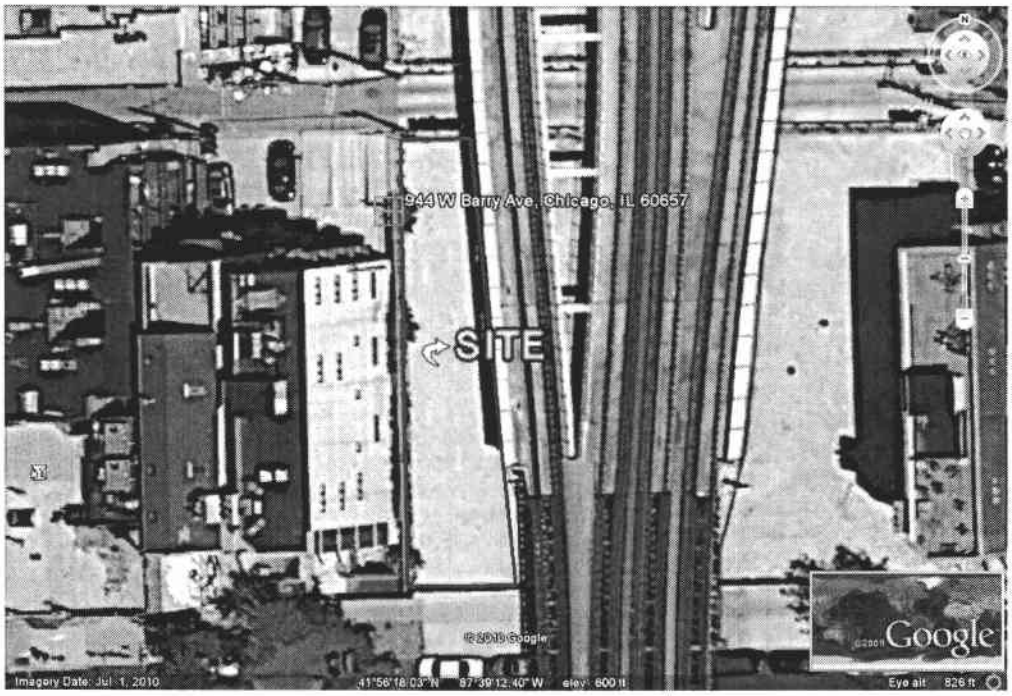
JONES LANG LASALLE AMERICAS, INC.

INVITATION FOR BID

FOR

SALE OF CTA PROPERTY AT

944 WEST BARRY AVENUE



B13RG04275R

ALL OF THE TERMS, CONDITIONS, SPECIFICATIONS, APPENDICES, AND INFORMATION LISTED IN THE TABLE OF CONTENTS AND INCLUDED IN THIS INVITATION FOR BID SHALL CONSTITUTE THE ENTIRE INVITATION FOR BID PACKAGE AND SHALL BE INCORPORATED BY REFERENCE INTO ALL BID SUBMISSIONS.

CHICAGO TRANSIT AUTHORITY
Through
JONES LANG LASALLE AMERICAS, INC.

INVITATION FOR BID TO PURCHASE
944 WEST BARRY AVENUE
CHICAGO, ILLINOIS

Table of Contents **PAGE**

I. Invitation for Bid Announcement 3

II. Property Information 4
- A. Introduction and Background 4
- B. Description of Site and Access 4
- C. Neighborhood Characteristics and Zoning 4
- D. Environmental Conditions and Requirements 4
- E. Legal Information 4
- F. Easements and Other Special Conditions 5
- G. Survey, Preliminary Title Report and Environmental Report 5

III. Bid Terms and Conditions 5
- A. Bid Submission 5
- B. Withdrawal of Bid Before Bid Due Date 6
- C. Bid Format and Submittal Requirements 6
- D. Bid Deposit 7
- E. Basis of Award 7
- F. Right to Conduct Multi-Round Bidding 8
- G. Schedule of Performance Guide 9
- H. Bid Protest Procedures 9

IV. Other Terms and Conditions 9
- A. Additional Earnest Money Deposit 9
- B. Due Diligence 9
- C. Closing 10
- D. Confidentiality of Bids 10

V. Disclaimers and Proviso 10

Bid Forms
- Form A – Offer to Purchase Real Estate 11
- Form B – Disclosure of Ownership and Interests Affidavit 23
- Form C - Brief History of Your Company 28
- Form D – Bank Reference Permission 29
- Form E – Non-Collusion Affidavit 30

Appendices
- A. Guest Release Agreement 31
- B. Bid Protest Procedures 33

Requisition No. B13RG04275R

I. INVITATION FOR BID ANNOUNCEMENT

To Interested Parties:

The Chicago Transit Authority ("CTA") through Jones Lang LaSalle Americas, Inc. is seeking interested parties to bid on the sale of surplus property located at 944 West Barry Avenue (the "Property"). The Property is comprised of approximately 4,074 square feet of land. Sale of the Property is subject to all the terms and conditions set forth in this Invitation for Bid ("IFB").

A copy of the Invitation for Bid may be obtained at the CTA website at www.transitchicago.com, or www.ctarealestate.com or from the CTA Bid Office 2nd Floor, 567 W. Lake Street, Chicago Illinois 60661-1498 or by contacting the CTA's representative:

Kurt Little, Managing Director
Jones Lang LaSalle Americas, Inc.
200 East Randolph Street
Chicago, Illinois 60601
Phone 1.866.323.0640 Facsimile (312.416.8106),
E-mail to Kurt.Little@am.jll.com

All inquiries should be directed to Kurt Little, Jones Lang LaSalle, Americas, Inc., at 1-866-323-0640 or by e-mail Kurt.Little@am.jll.com.

Questions regarding this offering must be submitted in writing to Jones Lang LaSalle Americas, Inc. before February 7, 3:30 p.m. (Chicago Time) as provided above. Answers to all questions submitted will be sent to all registered Bidders in the form of an Addendum.

The Minimum Bid for this Property is Three Hundred Twenty Five Thousand Dollars ($325,000).

Bid Due Date: March 6, 2014: Bids must be received no later than 11:00 a.m. (Chicago Time) at the CTA as follows:

delivered to:
Chicago Transit Authority
Bid Office – 2nd Floor
567 West Lake Street
Chicago, Illinois 60661-1498

II. PROPERTY INFORMATION

A. Introduction and Background

The Chicago Transit Authority (CTA or Authority) operates the second largest mass transit system in the United States. CTA has identified certain properties that are no longer needed for its operations and is offering them for sale. In selling these properties, the CTA seeks to derive the highest possible return and to maximize non-fare revenue.

B. Description of Site and Access

The Property contains approximately 4,074 square feet of land. The land is a slightly irregular rectangular shape. Property depth is approximately 120 feet and contains approximately 37.62 feet of frontage on West Barry Avenue and 30.20 feet of frontage along the public alley. CTA does not warrant that this property complies with current zoning or other code requirements that may apply to the Bidder's desired use of the Property.

A survey is available as provided below in Section II G.

Abutting uses to the Property are as follows:

East – CTA Brown Line elevated tracks.
South – West Barry Avenue
West – Four story residential building.
North– Public Alley.

All public utilities are believed to be available to the Property. It has excellent access to the CTA Belmont Station, the Loop and interstate highway system.

C. Neighborhood Characteristics and Zoning

The Property is zoned RM 4.5 "Residential Multi-Unit" which is intended to accommodate moderate to high density multi-unit residential development. The zoning offers a floor area ratio of 1.70.

The Property is located along the CTA Right-Of-Way, south of the Belmont Station entrance. The area is known as the neighborhood of Lakeview and is considered one of the most sought after areas of the City.

D. Environmental Conditions and Requirements

CTA has had a Phase 1 environmental assessment completed for the Property. The report will be made available upon request or may be downloaded as described below in Section II. G. The CTA does not represent or warrant that the environmental assessments are complete or accurate.

E. Legal Information

Common Address: 944 West Barry Avenue, Chicago, Illinois, 60657

Permanent Index Number: 14-29-206-070-0000 (portion)
Legal Description: Attached as Exhibit A to Bid Form A.

F. Easements and Other Special Conditions

The Property will be encumbered by a 10 foot wide aerial and ground access easement transversing along the easterly side of the Property, which will run in favor of the Chicago Transit Authority. The exact location and legal description of this easement is indicated on the survey. The survey is available on the FTP (file transfer protocol) website as provided in Section II. G below.

G. Survey, Preliminary Title Report and Environmental Report

Prospective Bidders may view and download from the internet copies of the environmental report, survey and preliminary title report that were prepared for the CTA. Bidders may not rely on the environmental report, preliminary title report or survey in any manner and, moreover, CTA makes no representations or warranties whatsoever with respect to the accuracy or completeness of any environmental report, preliminary title report or survey. 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 "944 West Barry Avenue"
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 as noted on page 3 of this document.

III. BID TERMS AND CONDITIONS

Bidders are expected to review and complete the forms contained in this Invitation for Bid ("IFB"), and comply with the instructions. Failure to do so will result in the rejection of the Bid.

A. Bid Submission

To become a registered Bidder interest must be submitted in writing by letter to the address below; or by fax to Kurt Little at 312.416.8106; or by e-mail to Kurt.Little@am.jll.com; or by downloading the IFB from the CTA website at www.transitchicago.com or www.ctarealestate.com. You do not need to be a registered Bidder to submit a Bid. However, only registered Bidders will be sent addenda to the IFB.

Kurt Little, Managing Director
Jones Lang LaSalle Americas, Inc.
200 East Randolph Street
Chicago, Illinois 60601
Phone 1.866.323.0640
facsimile (312.416.8106),
e-mail to Kurt.Little@am.jll.com

Bid Due Date: March 6, 2014. Bids must be received no later than 11:00 am (Chicago Time) at the CTA as follows:

delivered to:
Chicago Transit Authority
Bid Office – 2nd Floor
567 West Lake Street
Chicago, Illinois 60661-1498

If a Bid package is submitted by mail, it is the Bidder's responsibility to assure delivery to the designated CTA office no later than the due date and time as specified. Any bid received after the Bid Due Date will be returned unopened.

B. Withdrawal of Bid Before Bid Due Date

A Bid may be withdrawn by written, faxed, or e-mailed notice to Jones Lang LaSalle Americas, Inc. and received by Jones Lang LaSalle Americas, Inc. at the Jones Lang LaSalle Americas, Inc. mailing address, fax number or e-mail address above, prior to the Bid Due Date. CTA will promptly return the entire submittal including Bid deposit for all bids withdrawn before the Bid Due Date.

C. Bid Format and Submittal Requirements

Each Bidder must submit **one original and three copies** of the complete Bid package.

All Bids must be submitted in a sealed envelope marked "BID SUBMISSION FOR CTA PROPERTY LOCATED AT 944 WEST BARRY AVENUE IN CHICAGO, ILLINOIS." The envelope must show the requisition number, date, name, address, and telephone number of the person(s) or entity submitting the Bid.

A complete Bid package shall include the following:

- ✓ A cover letter signed by a representative of the Bidder who is authorized to make the offer including Property requisition number, address, date, and contact information.
- ✓ Bid Form A – Offer to Purchase Real Estate
- ✓ Bid Form B – Disclosure of Ownership and Interests Affidavit
- ✓ Bid Form C – Brief History of Your Company
- ✓ Bid Form D - Bank Reference Permission
- ✓ Bid Form E – Non-Collusion Affidavit
- ✓ Evidence of Financial Ability to Close
- ✓ Bid Deposit (as set out in Section III. D. below).

Each Bid must be submitted on the Bid forms provided with this IFB and contain no alterations, additional terms or conditions. Any Bid submitted that alters the terms hereof so as not to be in conformance with the provisions contained herein will be deemed non-responsive and will be rejected. Any form required to be submitted that is incomplete, conditional, or obscure may be cause for rejection of the Bid.

If the CTA amends or changes the information in this Invitation to Bid, the information will be distributed to registered Bidders in the form of an addendum.

D. Bid Deposit

All Bids must be accompanied by a Bid Deposit in the form of a bank check, cashier's check, or certified check in the amount of **Ten Thousand Dollars ($10,000)** ("Bid Deposit"). All Bid Deposit checks must be drawn on a federally insured financial institution doing business in the United States and made payable to the Chicago Transit Authority. In the event of multi-round Bid process as described in Section III. F., the CTA can retain the $10,000 Bid Deposits from Bidders who submitted bids in previous rounds of the same solicitation and who are eligible to participate in such multi-round bidding. These Bidders should not submit an additional Bid Deposit. Notwithstanding the foregoing, however, if the CTA returns the Bid Deposit to any Bidder who is eligible to participate in such multi-round bidding, then such Bidder must submit another $10,000 Bid Deposit. In the event of a multi-round bid process, CTA will return the Bid Deposits to those Bidders who are not eligible to participate.

The CTA will have the right to retain the Bid Deposits submitted by the second and third highest responsive and responsible Bidders for up to ninety (90) days after the award of the Bid by the Chicago Transit Board. The Bid Deposits of said second and third Bidders will be returned if and when the High Bidder has completed its due diligence and has waived any conditions to Closing the purchase of the Property. All other Bid Deposits will be returned within 90 days of the Bid Due Date. In the event the CTA rejects all Bids, the Bid Deposits will be returned within 90 days of the Bid Due Date. Any interest on the Bid Deposits shall accrue to the benefit of the CTA.

If the High Bidder does not pay the additional Earnest Money as provided in Section IV A below, the High Bidder's Bid Deposit may be retained by CTA and the High Bidder will be deemed in default.

E. Basis of Award

The criteria to determine the High Bidder will be the highest Bid among responsive and responsible Bidders.

The CTA reserves the right to request additional information from any Bidder, and to determine the veracity of information provided by Bidders. A Bid found to be based upon inaccurate or misrepresented information will be rejected.

In selecting a Bidder, the CTA reserves the right to investigate thoroughly the financial status of each Bidder. Selection will be based upon the information contained in and submitted with the sealed Bid, and information provided by the Bidder that, in the sole judgment of the CTA, is relevant.

The CTA reserves the right to obtain an appraisal of the Property and that the High Bid must be equal to or in excess of the appraised value.

Bidders should not rely on any verbal representations or communications regarding the status or results of the Bid designation or award.

Any qualifications, exceptions, conditions or contingencies attached to the Bid will cause the Bid to be deemed non-responsive and it will be rejected.

F. Right to Conduct Multi-Round Bidding

The CTA reserves the right to conduct a multi-round Bid process to obtain the highest price for the Property. In this process, the first round of sealed Bids will be received by the Chicago Transit Authority until 11:00 a.m. on March 6, 2014, at which time and place only the name of the firms or individuals submitting Bids will be read aloud to the public. The monetary offers will not be read at that time.

If multiple Bids are received, the CTA may invite to a second round of bidding the three highest responsive and responsible Bidders. If only two responsive and responsible Bids are received then these two Bidders may be invited to a second round of bidding. Bidders invited to participate in the second round of bidding will be notified within four business days following the initial bid opening, by close of business. These Bidders will have until no later than six business days after the original bid opening at 11:00am to submit a revised Bid. During the second round of bidding, Bidders may raise their Bid or make no change to the amount of their initial Bid. Bidders in the second round are not allowed to lower or withdraw their Bid. The CTA will assume a Bid has not changed if a revised Bid has not been submitted by the due date for the second round of Bids.

At the end of the second round of bidding, six business days after the original bid opening, all submitted Bids will be opened and the name of the Bidders will be read aloud to the public. If the second round of bidding results in a tie for the high bid, a third round will take place for those second round Bidders whose Bids are tied. The Bidders whose Bids were tied will be notified within two business days of the Bid due date of a third round of Bids; and will have five business days from notification to submit a third revised Bid. During the third round of bidding, Bidders may raise or make no change to their Bid amount. During the third round Bidders may not lower or withdraw their Bid. If a Bidder does not submit a revised Bid by the due date for the third round, the CTA will assume the Bid amount from round two has not changed. If the third round results in a tie for the high Bid, the awarded Bidder will be determined by a coin toss. Following the conclusion of the multi-round bidding process, the CTA will read aloud to the public the names of the Bidders and Bid amounts for all rounds of bidding.

If the CTA at any point in the multi-round Bid process determines that, in its opinion, the best interest of the CTA and the public would be served by terminating the process and either beginning a new one, or terminating the solicitation or sale, the CTA reserves the right to take these actions. The CTA may also terminate the rebidding process and make its determination based on the original Bids received.

G. Schedule of Performance Guide

The following schedule is intended as a guide and is subject to change at the CTA's discretion:

1. Publication of Invitation for bids	January 20, 2014
2. Written Questions due	February 7, 2014
3. Response to Questions	No later than 5 business days prior to Bid Due date
4. Bid Opening/Deposit Due (Optional: Right to Conduct Multi-Round Bidding)	**March 6, 2014**
5. CTA Board Meeting	June\July 2014 (estimated)
6. Earnest Money	30 Days after Notification of being High Bidder
7. Due Diligence	Within 60 Days after Notification of being High Bidder
8. Closing	Within 120 days of notification of being the High Bidder

Notification of being the High Bidder is issued after the Chicago Transit Board approval.

H. Bid Protest Procedures

Any Bid Protests must be filed in accordance with the CTA standard Bid Protest Procedures provided in Appendix B.

IV. OTHER TERMS AND CONDITIONS

A. Earnest Money Deposit

The High Bidder will be required to deposit Earnest Money no later than within thirty (30) days after being notified that it is the High Bidder.

The Earnest Money shall be in the form of a bank check or cashier's check or certified check, wire transfer or method otherwise approved by the CTA drawn on a federally insured financial institution, for ten percent (10%) of the accepted purchase amount, including the Bid Deposit, made payable to the order of the CTA. The Earnest Money will be credited against the purchase price at Closing. Failure to deliver the additional Earnest Money shall be treated as a default of the Bid, the $10,000 Bid Deposit may be retained by the CTA, and the CTA may award the Bid to the second highest responsive and responsible Bidder. If the second highest Bidder fails to deposit the additional Earnest Money within thirty (30) days of being notified that it is now the High Bidder, the second highest Bidder's $10,000 Bid Deposit may be retained by the CTA, and the CTA may award the Bid to the third highest responsive and responsible Bidder. If the third Bidder fails to deposit the additional Earnest Money within thirty (30) days of being notified that it is now the High Bidder, the third highest Bidder's $10,000 Bid Deposit may be retained by the CTA.

B. Due Diligence

Following notification of being the High Bidder, the High Bidder shall have sixty (60) days to conduct due diligence on title, survey and conduct engineering studies or tests. If High Bidder or Bidder's agents wish to conduct engineering studies or tests they may be required to execute a Right of Entry and provide insurance in form and amount acceptable to CTA. Any reports generated from such studies or tests must be provided to the Authority within five (5) business days of receipt by the High Bidder.

C. Closing

The Closing Date shall be within one hundred and twenty (120) days after notification of being the High Bidder.

D. Confidentiality of Bids

The CTA will exercise reasonable care to maintain the confidentiality of the Bid and its contents. Refer to Section III. F., above, for disclosure that will occur when bids are opened. Bids become the property of the CTA upon submission. Any information provided to the CTA to clarify a Bid or as part of a presentation pursuant to a Bid also becomes the property of the CTA. Bidders shall not hold the CTA, its board members, officers, employees, agents, or assigns responsible for disclosure of the information contained in a Bid. The CTA accepts no responsibility for the confidentiality of information. CTA may be required, by law, to disclose information provided in response to this IFB.

V. DISCLAIMERS & PROVISO

The High Bidder agrees to accept all risks associated with any and all expenditures it makes prior to Closing.

Proviso

ALL INFORMATION AND MATERIALS FURNISHED BY OR ON BEHALF OF THE CTA ARE PROVIDED WITHOUT REPRESENTATION, WARRANTY, OR OTHER RECOURSE WHATSOEVER AS TO THE MATERIALS' ACCURACY, COMPLETENESS, OR OTHERWISE.

THESE AND OTHER ESSENTIAL TERMS AND CONDITIONS OF THE BID ARE DESCRIBED IN THE OFFER TO PURCHASE REAL ESTATE ATTACHED HERETO AND INCORPORATED HEREIN AS BID FORM A. BIDDERS ARE STRONGLY ADVISED TO READ, UNDERSTAND AND SEEK CLARIFICATION OF ANY QUESTIONS CONCERNING BID FORM A PRIOR TO THE BID DUE DATE.

BID FORM A: OFFER TO PURCHASE REAL ESTATE

TO THE CHICAGO TRANSIT AUTHORITY:

BID OF:

COMPANY NAME:_____

ADDRESS: _____

CITY: _____STATE:_____ZIP:_____

CONTACT PERSON:_____

TELEPHONE: _____

The undersigned: (hereinafter referred to as the "Bidder") offers to purchase the real estate commonly known as **944 West Barry Avenue, Chicago, Illinois 60614**, subject to an aerial and ground access easement in the favor of the CTA, as described on Exhibit "A" attached hereto and made a part hereof ("Property"), for the sum of

_____ Lump Sum
in words

$_____ Lump Sum

Bidder hereby authorizes and requests any person(s), firm(s), financial institution(s) or corporation(s) to furnish any information requested by the CTA or its designated representative in verification of the recitals regarding the Bidder's submission, or any other information submitted. The Purchase Price shall be paid by Bidder in immediately available funds at Closing, less any credits.

Bidder hereby certifies that the undersigned is authorized to sign this bid on behalf of the **Bidder.**

Bidder hereby also agrees that:

1. Bidder hereby deposits, as a bid deposit towards the purchase of the Property, the sum of ten thousand dollars ($10,000.00), in the form of a Bank Certified or Cashier's Check, drawn on a federally insured financial institution, made payable to the Chicago Transit Authority (Bid Deposit");

2. Interest earned on the Bid Deposit and Ernest Money Deposit, if any, shall be the property of the CTA;

3. If Bidder is declared the second or third highest responsive and responsible Bidder the Bid Deposit may be retained by the CTA until ninety (90) days after award of the Bid by the Chicago Transit Board;

4. If Bidder is notified by the CTA that it is the highest responsive and responsible Bidder ("High Bidder"), High Bidder will, within thirty (30) days after being notified of being High Bidder, tender to CTA an additional deposit which, when added to the Bid Deposit, will provide Earnest Money equal to ten percent (10%) of the accepted bid amount, but in no event shall the Earnest Money ("Earnest Money") be less than $10,000.00. The additional Earnest Money will paid in the form of a Bank, Certified or Cashier's check, wire transfer or method otherwise approved by the CTA, drawn on a federally insured financial institution and made payable to the CHICAGO TRANSIT AUTHORITY or as otherwise approved by CTA. If this transaction is not consummated due to CTA's default, CTA shall return the Earnest Money to the High Bidder. If this transaction is not consummated due to High Bidder's default, CTA may retain the Earnest Money and may pursue all other legal or equitable rights or remedies CTA may have against High Bidder.

5. Bidder understands that the Property is a part of a single tax parcel and High Bidder agrees to obtain, at High Bidder's sole cost and expense, a division of the Property from the Cook County Assessor. CTA will cooperate with High Bidder by executing all documentation required to obtain such division. All real property ad valorem taxes, including taxes relating to periods before the closing, shall be the responsibility of the High Bidder and will not be prorated. CTA will execute any documentation required for said application. It is understood between the High Bidder and CTA that any rental payments applicable to the Property shall be prorated as of the Closing Date. Notwithstanding the foregoing, taxes, if any, owing on the Property, including but not limited to leasehold taxes, shall the responsibility of the High Bidder to pay or clear from the title.

6. High Bidder agrees that the balance of the purchase price will be paid in the form of a Bank, Certified or Cashier's check or wire transfer drawn on a federally insured financial institution and made payable to the CHICAGO TRANSIT AUTHORITY, or as otherwise approved by CTA, on the closing date for transfer of title to the Property ("Closing Date") which will be no more than one hundred and twenty (120) days after notification of being the High Bidder.

7. Within sixty (60) days after being notified of being High Bidder, the High Bidder may obtain a title report and 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, High Bidder shall deliver the Due Diligence Reports along with written notice of any and all material defects disclosed by the Due Diligence Reports. Bidder shall be deemed to have waived any objections to any matters discovered or disclosed in the Due Diligence Reports of which High Bidder has not given timely written notice to CTA.

The High Bidder or Bidder'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. CTA has provided a copy of the preliminary title report on the internet with this IFB. Nevertheless, within sixty (60) days of the being notified of being the High Bidder, High Bidder may, at its own cost, obtain a title insurance commitment ("Title Commitment") for the Property.

Within five (5) business days after High Bidder's receipt of the Title Commitment, High Bidder shall notify CTA in writing of any exceptions or terms in the Title Commitment which are not acceptable to High Bidder. Standard, general exceptions such as rights or claims of parties in possession not shown in public records; matters affecting title that would be disclosed by survey; liens for services, labor or

materials imposed by law and not shown by public records; or taxes or special assessments not shown as existing liens by public records; or any other exceptions listed in Section II of the IFB and Section 14 herein, will not constitute unacceptable title exceptions.

Within thirty (30) days after receipt of High Bidder's list of unacceptable title exceptions, CTA will inform High Bidder in writing whether CTA can or will cure the unacceptable title exceptions. CTA will cooperate with High Bidder to cure any unacceptable title exceptions that can be cured without the expenditure of money by CTA.

If CTA elects not to cure the unacceptable title exceptions, High Bidder may withdraw its Bid by written notice to CTA within five (5) business days of receipt of CTA's notice, in which case CTA will return the Bid Deposit and any Earnest Money Deposit to High Bidder. If High Bidder does not give said notice, High Bidder will be deemed to have accepted the Property subject to the title conditions.

9. CTA has provided a survey of the Property on the internet with the IFB. If High Bidder chooses to complete its own survey, such survey shall be completed within sixty (60) days after being notified of being High Bidder, at its own cost. Within five (5) business days of any such survey completion, High Bidder shall notify CTA in writing of any matters disclosed in such survey which are not acceptable to High Bidder. Facts about the Property that were disclosed in the IFB cannot be raised based on either survey.

Within thirty (30) days after receipt of High Bidder's list of unacceptable matters disclosed by the survey, CTA will inform High Bidder, in writing, whether CTA can or will cure the unacceptable matters disclosed by the survey. CTA will cooperate with High Bidder to cure any unacceptable matters that can be cured without expenditure of money by the CTA

If CTA elects not to cure the unacceptable matters, High Bidder may withdraw its Bid by written notice to CTA within five (5) business days of receipt of CTA's notice, in which case CTA will return the Bid Deposit and any Earnest Money Deposit to High Bidder. If High Bidder does not give said notice, High Bidder will be deemed to have accepted the Property subject to the survey conditions.

10. CTA has provided an Environmental Report on the internet with this IFB. Nevertheless, within sixty (60) days after being notified of being High Bidder, High Bidder may, at its own cost, obtain engineering studies and tests of the Property ("Study"). These may include environmental, geotechnical, sound and vibration, mechanical, structural and the like.

Within five (5) business days after receiving a report on the results of any such Study, High Bidder shall notify CTA in writing of any of any matters disclosed in the Study that are not acceptable to High Bidder. Facts about the Property that were disclosed in the IFB cannot be raised based on the Study.

Within thirty (30) days after receipt of High Bidder's list of unacceptable matters disclosed by the Study, CTA will inform High Bidder in writing whether CTA can or will cure the unacceptable matters disclosed by the Study. CTA will cooperate with High Bidder to cure any unacceptable matters that can be cured without the expenditure of money by CTA.

If CTA elects not to cure the unacceptable matters, High Bidder may withdraw its Bid by written notice to CTA within five (5) business days of receipt of CTA's notice, in which case CTA will return the Bid

Deposit and any Earnest Money Deposit to High Bidder. If High Bidder does not give said notice, High Bidder will be deemed to have accepted the Property subject to the Study conditions.

11. Notwithstanding the above, CTA will have thirty (30) days from notice of a material defect to determine if CTA will cure the material defect. CTA will notify High Bidder in writing whether CTA can or will cure the material defect. If CTA determines that it cannot, or will not, cure the material defect within said thirty (30) days, the High Bidder may, within five (5) business days after notice from CTA, elect to:

(a) have the Earnest Money refunded in full, without interest, thereby causing the Offer to terminate without further action by either party and become null and void; or

(b) accept title to the Property subject to said defect, which shall thereafter be considered a Permitted Exception, without any adjustment in the purchase price.

12. Conveyance of title and payment of the Purchase Price (the "Closing") shall take place within one hundred and twenty (120) days of notification of being the High Bidder, unless extended by agreement of the parties. CTA shall deliver sole and exclusive possession of the Property to High Bidder at Closing.

13. At the Closing, CTA shall convey title to the Property to the High Bidder by a recordable statutory form quitclaim deed ("Deed"). CTA shall also deliver at Closing an ALTA Statement (in the Title Company's customary form) acceptable to the Title Company, a Water Certificate, if applicable, and any other customary documents required by the Title Company. The parties will jointly deposit Illinois, Cook County and City of Chicago real estate transfer tax declarations and any other customary documents required by the Title Company. The High Bidder will deposit the remaining purchase price and any other customary documents required by the Title Company.

High Bidder shall pay all transfer taxes and all other closing costs including escrow fees in connection with the Closing.

CTA will convey title to the Premises by a QUIT CLAIM DEED, 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 Buyer;
(k) Roads and highways;
(l) Unrecorded agreements recited in the Title Report.
(m) A ten(10) foot wide aerial and ground access easement traversing along the easterly side of

the Property, which High Bidder will grant in favor of the CTA at Closing, as depicted on the survey provided with the IFB.

14. If, prior to the Closing Date (a) the Property and the improvements thereon shall be destroyed or damaged by fire or other casualty so as to cause a diminution in value of more than five percent (5%) of the Purchase Price, or (b) all or any portion of the Property is condemned by any legally constituted authority, a notice of intent to condemn is issued for any portion of the Property, or any portion of the Property is sold in lieu of condemnation (all of which actions shall generically be referred to as a "condemnation") and said condemnation shall cause a diminution in value of more than five percent (5%) of the Purchase Price, then in either case, High Bidder may elect, at its option exercised within twenty (20) days following the date High Bidder receives notice of any such event from CTA as hereinafter provided, to terminate this Agreement, in which event the Earnest Money shall be promptly returned to the High Bidder, and thereafter neither party shall have any further rights or obligations hereunder, except as otherwise expressly provided herein. If High Bidder does not elect to terminate this Agreement within said 20-day period as provided herein, then at Closing CTA shall assign, transfer and deliver to the High Bidder all of CTA's right, title and interest in and to all insurance proceeds and/or condemnation awards attributable to said damage, destruction or condemnation, as the case may be. CTA agrees to give the High Bidder written notice of any fire, other casualty or condemnation within five (5) business days after it has actual knowledge of any such event, and agrees that if the Closing Date is less than twenty (20) days following the date the High Bidder receives CTA's notice, the Closing shall be delayed sufficiently to allow the High Bidder twenty (20) days to make such election.

15. The Bidder, for itself and its beneficiaries, successors, assigns, and agents, hereby releases, waives, and forever discharges the CTA and its board members, officers, employees, agents, attorneys, and representatives of, from, and against any and all claims, actions, causes of action, suits, debts, bills, specialties, covenants, controversies, costs or expenses, including reasonable attorneys' fees, and demands whatsoever at law or in equity arising out of or in connection with inspection of the property by the Bidder or its agents or representatives. The Bidder assumes all risk of the liability for any and all injuries arising out of or in connection with, directly or indirectly, the inspection of the Property by the Bidder or its agents or representatives.

The Bidder for itself and its successors or assigns shall and hereby does indemnify, defend, and hold harmless the CTA and its board members, officers, employees, successors, assigns, and agents from and against (a) any and all losses, liabilities, claims, damages, obligations, payments, costs and expenses (including, without limitation, expenses or investigation and any of the foregoing incurred whether or not resulting in any claim or litigation and including CTA's reasonable attorneys' fees), and (b) the costs and expenses, including CTA's reasonable attorneys' fees, 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), arising out of or due to, directly or indirectly, out of any information provided in this IFB.

16. Bidder agrees and acknowledges that the CTA has made no representation concerning the presence or absence of any Hazardous Substances (as defined below) on the Property or any property adjacent to 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. Bidder hereby waives any and all claims, actions, causes of action, suits, or demands of any nature against the CTA and its board members, officers, employees, successors, assigns, and agents which the Bidder 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 Bidder 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.

Bidder acknowledges that CTA operates a public transit system proximate to the Premises. High Bidder hereby waives and releases CTA and its board members, officers, employees, successors, assigns, and agents, to the fullest extent permitted under law, from and of any and all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, obligations, judgments, costs, and expenses with respect to any negative impacts that occur as a result of the CTA's operation of its transportation system, including, without limitation, noise, odor, vibrations, particles, electromagnetic fields, pollution and fumes.

These waivers and indemnifications shall survive the transfer of the Property to the High Bidder. As used herein, Hazardous Substances means any toxic or hazardous wastes, pollutants, or substances, including without limitation, asbestos, PCBs, petroleum products and byproducts, 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.

17. Notices to the Bidder shall be in writing and shall be served in person or by first class mail to the following address, as amended in writing.

To CTA: Chicago Transit Authority
567 W. Lake Street
Chicago, Illinois 60661-1498
Attention: Vice President-Purchasing and Warehousing
Telephone: (312) 575-0400
Fax: (312) 575-0605

with copies to: Jones Lang LaSalle Americas, Inc.
200 East Randolph Street
Chicago, Illinois 60601
Attention: Mr. Kurt Little
Telephone: 1.866.323.0640
Fax: (312) 416-8106

To Bidder:

Please print/type: _____

_____

_____

Attn: _____

Daytime telephone number: Area Code ( ) Number ( )

18. If this Offer is accepted by the Chicago Transit Board, title shall be conveyed to the party/company whose name is set forth below.

Print/type carefully; this is the name that will appear on the Quit Claim Deed:

_____

_____

_____

19. The High Bidder agrees to accept the Property in its "as-is, where-is" condition and with all faults. CTA does not represent that the Property is in conformance with applicable laws, regulations or codes. CTA does not represent that High Bidder will be able to obtain any adjustment, variation or rezoning to permit such uses.

20. In the event of a claim for any brokers' or finders' fee or commission in connection with the negotiation, execution or consummation of this Offer to Purchase, the High Bidder hereby agrees to defend, indemnify, and save the CTA harmless from and against any such claim and any costs and expenses incurred as a result of any such claim including but not limited to court costs and attorneys' fees. This indemnity shall survive the transfer of the Property to the High Bidder. Notwithstanding the foregoing, the CTA shall be solely responsible for any amounts due to Jones Lang LaSalle Americas, Inc.

21. The Bidder acknowledges and agrees that this Offer to Purchase is not subject to any terms, contingencies or conditions except as set forth in this IFB.

22. Time is of the essence of this Offer to Purchase.

23. This Offer to Purchase along with the Invitation for Bids and including all attachments constitutes the entire agreement (the "Agreement") of the parties hereto 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.

24. This Agreement shall be binding upon and shall inure to the benefit of the parties and their heirs, successors, legal representatives, executors, administrators, and assigns, subject to award of the Bid by the Chicago Transit Board.

25. This Agreement will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The High Bidder hereby irrevocably submits, to the original jurisdiction of those State or Federal courts located in the City of Chicago, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. The High Bidder agrees that service of process on the High Bidder may be made, at the option of the CTA,

either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by the High Bidder, or by personal delivery on any officer, director, or managing or general agent of the High Bidder.

26. No official, employee or agent of the CTA shall be charged personally by the Buyer 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.

27. 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.

Dated: _____, 2014

BIDDER:

(IF AN INDIVIDUAL)

Signature of Bidder _____

Name of Bidder _____

(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 BIDDERS

State of _____

County of _____

Signed and Sworn to before me on

this _____ day of _____, 2014

By_____

(Signature of Notary Public)

(NOTARY'S SEAL)

CHICAGO TRANSIT AUTHORITY

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

By: _____
Chairman

Dated: _____

NOTARIZATION - REQUIRED

State of _____

County of _____

Signed and Sworn to before me on

this _____ day of _____, 2014

By_____

(Signature of Notary Public)

(NOTARY'S SEAL)

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

_____
Assistant Secretary

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

_____
Attorney

EXHIBIT A

LEGAL DESCRIPTION

944 WEST BARRY AVENUE, CHICAGO, ILLINOIS
P.I.N. 14-29-206-070 (portion)

CTA PARCEL #7B : (TO BE SOLD)

PART OF LOT 20 (EXCEPT THAT PART TAKEN FOR THE RAILROAD) IN BLOCK 3 OF "CONRAD GERHKE AND GEORGE BRAUCKMANN'S SUBDIVISION OF OUTLOT 1 (EXCEPT NORTH 4.28 ACRES OF THAT PART OF SAID OUTLOT 1 WHICH LIES WEST OF GREEN BAY ROAD)", IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST ½ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS:

THAT PART OF LOT 20, WHICH LIES WESTERLY OF A LINE DEFINED AS BEGINNING AT A POINT ON THE NORTH LINE OF LOT 20, BEING 30.20 FEET EASTERLY OF THE NORTHWEST CORNER OF LOT 20 AND CONTINUING IN A SOUTHEASTERLY DIRECTION TO A POINT ON THE SOUTH LINE OF LOT 20, BEING 37.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT 20. CONTAINING 4,074 SQUARE FEET, MORE OR LESS.

CTA PARCEL #7C (CTA ACCESS EASEMENT):

PART OF LOT 20 (EXCEPT THAT PART TAKEN FOR THE RAILROAD) IN BLOCK 3 OF "CONRAD GERHKE AND GEORGE BRAUCKMANN'S SUBDIVISION OF OUTLOT 1 (EXCEPT NORTH 4.28 ACRES OF THAT PART OF SAID OUTLOT 1 WHICH LIES WEST OF GREEN BAY ROAD)", IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST ½ OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14 EAST, OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS:

A STRIP OF LAND 10-FEET WIDE, RUNNING IN A NORTH-SOUTH DIRECTION, THE EASTERLY LINE OF WHICH IS DESCRIBED AS: BEGINNING ON A POINT ON THE NORTH LINE OF LOT 20, BEING 30.20 FEET EASTERLY OF THE NORTHWEST CORNER OF LOT 20 AND CONTINUING IN A SOUTHEASTERLY DIRECTION TO A POINT ON THE SOUTH LINE OF LOT 20, BEING 37.62 FEET EASTERLY OF THE SOUTHWEST CORNER OF LOT 20. CONTAINING 1,204 SQUARE FEET, MORE OR LESS.

BID FORM B: 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.

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 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.

[ ] Individual
[ ] Business corporation
[ ] Not-for-Profit corporation
[ ] Sole Proprietorship
[ ] Limited liability company
[ ] Partnership
[ ] Joint Venture
[ ] 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.

1. Incorporated in the State of _____.

2. List below the name and title of all officers of the corporation. If the corporation is not traded on an identified stock exchange, all owners of 5% or more of the corporation must also be listed with their ownership shares:

Name	Title
_____	_____
_____	_____
_____	_____

TO BE COMPLETED BY FOR -PROFIT CORPORATIONS ONLY:

1. 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:_____

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 manager(s) of the LLC:

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
_____	_____	_____
_____	_____	_____
_____	_____	_____

6. All Bidders must provide a bank or other financial institution reference.

Name of Bank or Financial Institution_____

Address _____

City/Town_____ State_____Zip Code _____

Contact Person _____Telephone # _____

Name on the Account _____

Account # _____

7. Identify the source of financing for the purchase._____

F. Corporate Bidders must include a Certificate of Good Standing from the Secretary of State's Office as part of the bid submission. Partnerships must include a Certificate of Existence as part of the bid submission.

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 FOR ALL BIDDERS

State of _____

County of _____

Signed and Sworn to before me on

this _____ day of _____, 2014

By_____

(Signature of Notary Public)

(NOTARY'S SEAL)

BID FORM C: BRIEF HISTORY OF YOUR COMPANY

Tell us about your company:

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Local Contact Person: _____

Title: _____

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

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

Attach additional sheets is necessary.

BID FORM D: BANK REFERENCE PERMISSION

To Whom It May Concern:

I, the undersigned, hereby authorize release, to the Chicago Transit Authority or Jones Lang LaSalle, Americas Inc. or TR Advisors, LLC, its Designated Representatives, of any and all credit and bank account information concerning the individual, business or organization listed below.

I understand that this information is to be used solely for the purpose of evaluating my suitability and to establish ability to purchase and operate a retail/commercial business at the CTA location detailed in this bid package.

_____

SIGNATURE OF APPLICANT

_____

PRINTED NAME OF APPLICANT

_____

TITLE OF APPLICANT

_____

PRINT COMPANY NAME

BY:_____

PRINT NAME:_____

TITLE:_____

DATE:_____

BID FORM E: NON-COLLUSION AFFIDAVIT

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

The undersigned being duly sworn states on oath that the undersigned has not entered into agreement with any other Bidder or prospective Bidder or with any other person, firm or corporation relating to the price or conditions named in the Bid Package to occupy the Property or any other bid, and has not entered into any agreement or arrangement under which any person, firm or corporation is to refrain from bidding, nor any agreement or arrangement for any act or omission in restraint of free competition among Bidders, and has not disclosed to any person, firm or corporation the terms of the License Agreement or the price and conditions named therein.

Furthermore, as required by Section 33E-11 of the Illinois Criminal Code of 1961, as amended (the "Act"), the undersigned certifies that the undersigned Bidder or any agent, partner, employee or officer of the Bidder is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of either bid-rigging in violation of Section 3 of Article 33E or bid-rotating in violation of Section 4 of Article 33E the Act or any similar offenses of any state or the United States that contain the same elements as the offenses of bid-rigging or bid-rotating.

Respectfully submitted this ____ day of _____, 2014

Name of Bidder: _____

By: _____

Name/Title: _____

Business Address: _____

Subscribed and sworn to before

me this_____ day of

_____, 2014.

_____
Notary Public

Commission Expires _____

APPENDIX A

GUEST RELEASE AGREEMENT

chicago transit authority
transitchicago.com

GUEST RELEASE AGREEMENT

_____ (hereinafter referred to as "Guest") has requested and has been given permission to come upon designated portions of the property of the Chicago Transit Authority ("CTA") at the location(s) listed herein:

_____

for the purpose of: _____

_____

Guest acknowledges and understands that no warranty, either express, or implied, is made by the CTA as to the condition of CTA's Property. Guest acknowledges that any and all activities on any property such as the CTA's Property have unknown hazards and risks and could result in injury, death and/or property damage to the person involved in these activities. The many possibilities and sources of injury or damage are acknowledged by GUEST, and he/she comes on CTA's Premises with full knowledge that hazards and risks may exist.

As a part of the consideration for being allowed by the CTA to enter CTA's Property, GUEST HEREBY RELEASES CTA from all liability for personal injury (including wrongful death) or property damage suffered by GUEST which is caused, in whole or in part, by any activity or condition on CTA's Property, even if the injury or damage is caused, in whole or in part, by the negligence of the CTA or its employees. GUEST understands that neither he/she, nor his/her heirs or personal representatives will be able to sue the CTA, its agents, employees, officers, directors, attorneys, successors and assigns, associated companies, its parent, subsidiary, or affiliated corporations, partnerships, or other entities, their lessors, lessees, licensors, licensees, and any and all transit entities or companies owned, operated or controlled by or allied with them, their respective agents, servants and employees, together with their respective successors for any injury or property damage that GUEST suffers while on CTA's Property.

GUEST RELEASES the CTA from any acts arising from the CTA's negligence.

GUEST HAS READ THIS ONE PAGE DOCUMENT AND UNDERSTANDS IT. HE/SHE IS SIGNING IT FREELY AND VOLUNTARILY.

Signed this _____day of _____2014 at _____, _____

_____ _____

Signature of Guest Signature of Witness

APPENDIX B

BID PROTEST PROCEDURES

BID PROTEST PROCEDURES

SECTION I – AUTHORITY BID PROTEST PROCEDURE

A. The Chicago Transit Authority (CTA/ Authority) will hear and consider a bona fide bid protest regarding its procurement actions. It is anticipated that the majority of protests will be evaluated and finally decided by the Authority. Accordingly, the Authority intends to provide a thorough review of all bona fide bid protests. The Authority's primary concern, however, is the timely procurement of needed capital equipment, supplies or services. It does not intend to allow the filing of bid protests to unnecessarily delay the procurement process, especially if the protest involved is vexatious or frivolous in nature.

Notwithstanding the availability of these protest procedures, any interested party is encouraged to exhaust all methods described in the Contract Documents of resolving a procurement issue before filing a formal protest with the Authority. In its consideration of a bid protest, the Authority reserves the right to give due consideration to the good faith efforts of the protestor to resolve the issue involved through informal methods.

Note – The Federal Transit Administration (FTA) will be notified by the Authority of all formal, written protests, when FTA funds are involved.

B. Definitions for purposes of this section -

1. The term "days" refers to working days of the Authority.
2. The term "interested party" means any person (a) who is an actual bidder or prospective bidder in the procurement involved, and (b) whose direct economic interest would be affected by the award of the contract or by a failure to award the contract.

C. Submission of Protest

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

1. The name and address of the protestor.
2. The number of the contract solicitation.
3. A statement of the grounds for the protest, and in particular the Federal or State law or Authority Regulation alleged to have been violated. This statement should be accompanied by any supporting documentation the protesting party desires the Authority to consider in making its decision.

Protest should be submitted to:

General Manager Purchasing
Chicago Transit Authority
567 W. Lake
Chicago, IL 60661-1498

D. Types of Protests and Timing

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

1. Protest regarding solicitation

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

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

2. Protests regarding bid evaluation

Any bid protest regarding the evaluation of bids by the Authority must be filed with the Authority **no later than twenty (20) days after the opening of bids**. Any protest filed after such date which raises issues regarding the bid evaluation will not be considered by the Authority.

This type of protest would include any challenge to determinations by the Authority of the responsiveness of a bid or the responsibility of a bidder, or any claim that the evaluation of bids violated federal or State law or the Authority's Procurement Regulations.

3. Protests Regarding Award of Contract

Any protest regarding the award of the contract must be filed **no later than ten (10) days after the date of award**. Any protest regarding the award of the contract filed after that date will not be considered by the Authority.

This type of protest will only be entertained by the Authority if the protestor is able to demonstrate that the party awarded the contract fraudulently represented itself as a responsible bidder or that the Authority violated Federal or State law or its Procurement Regulations in the award of the contract.

E. Authority Response

1. Types of Protests

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

a. Protest regarding solicitation

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

If the protest regarding the solicitation involves a claim of unduly restrictive or exclusionary specifications, the Authority will, in evaluation 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.

2. Decisions by Authority

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

a. where the item to be procured is urgently required;

b. where the Authority determines that the protest was vexatious or frivolous; and

c. where delivery or performance will be unduly delayed, or other undue harm will occur, by failure to make the award promptly.

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

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

SECTION II – FTA BID PROTEST PROCEDURE

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

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