

# Request for Proposals (RFP) To Design, Build, & Finance Relocation of 1685 N. Throop Operations Addendum #2



In coordination with the **City of Chicago** and the  
**Department of Fleet and Facility Management (2FM)**



Issued by:

**The Chicago Infrastructure Trust**

Issued on:

**May 30, 2017**

RFP Responses Due:

**No Later Than 4:00 p.m. CST on July 19, 2017**

As Amended by:

**Addendum #1, Issued June 19, 2017**

**Addendum #2, Issued June 28, 2017**

RFP Response Format:

**ONE (1) BOUND ORIGINAL, ONE (1) UNBOUND PAPER COPY, TWO (2) DIGITAL VERSIONS, AND  
ONE (1) REDACTED DIGITAL VERSION ON USB MEMORY STICKS**

All responses must be addressed and submitted to:

**Chicago Infrastructure Trust**

**35 E. Wacker Drive, Suite 1450**

**Chicago, Illinois 60601**

Pre-submission Conference and Networking Session will be held on:

**June 15, 2017 at 10:00 AM CT at**

**Chicago Police Department – 7th District – Community Room**

**1438 W. 63rd Street, Chicago, IL 60636**

# Relocation of 1685 N. Throop Operations

## Request for Proposals (RFP)

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## **EXHIBITS**

Exhibit A	Detailed Scope Summary
Exhibit B	Form of Acknowledgement of Selected Respondent
Exhibit C	Insurance Requirements
Exhibit D	Sample Economic Disclosure Statement (“EDS”) and Affidavit
Exhibit E	Sample Requests for Clarification Form
Exhibit F	M/WBE Participation Plan Submittals
Exhibit G	Form of Performance and Payment Bond
Exhibit H	City Design Contract

## **FORMS**

Form 1	RFP Response Checklist
Form 2	Form of Proposal Letter
Form 3	Information Regarding Respondent, Lead Contractor, Lead Engineering Firm and Guarantor(s)
Form 4-A	Technical Experience – Design
Form 4-B	Technical Experience – Construction
Form 5	Technical Reference Summary
Form 6	Respondent Project Development Experience
Form 7	Financial Officer’s Certificate
Form 8	Price Submittal Form
Form 9	Respondent’s Commitment to Minority and Female Employee Utilization Goals

# 1 Relocation of 1685 N. Throop Operations Project Introduction

**Certain capitalized terms used herein shall have the meanings set forth in Section 10 – Definitions.**

## 1.1 Introduction

On behalf of the City of Chicago (“City”), the Chicago Infrastructure Trust (“CIT”) is pleased to present this Request for Proposals (“RFP”), a procurement solicitation to prospective entities or groups (“Respondents”) for competitive, detailed proposals (individually “Proposal” and collectively “Proposals”) for the Relocation of 1685 N. Throop Operations Project (“Project”), as further described below.

The City and CIT will rank Proposals based on the criteria set forth in this RFP. The top-ranked Respondent (“Selected Respondent”) will enter a Design Development Phase, as outlined in this RFP, pursuant to an executed Acknowledgement of Selected Respondent (“Acknowledgement”). If the Selected Respondent successfully completes the Design Development Phase, the parties will negotiate and execute the Project agreement (“DBF Agreement” or “Contract”). The Selected Respondent that has executed the DBF Agreement with the City (“Developer”) will be responsible for the design, construction and financing of the Project.

## 1.2 Chicago Infrastructure Trust Background Information

The CIT is a registered non-profit corporation organized and existing under the laws of the state of Illinois. CIT is authorized, and governed pursuant to the provisions of Ordinance No. 02012-1366, adopted by the City Council of the City of Chicago, Illinois on April 24, 2012. The CIT’s mission is to assist the City of Chicago, its sister agencies, and private industry in expanding their collective capacity to deliver transformative public infrastructure projects.

## 1.3 Overview of the Opportunity

The CIT and the City are seeking a Developer to design, construct, and finance all capital costs associated with the development of three facilities to replace the City’s existing Department of Fleet and Facility Management (“2FM”) operations at 1685 North Throop Street (“1685 N. Throop”). The new facilities will be the following:

- *Site 1: Main Heavy-Duty Shop*  
Construction of an approximately 180,000 to 200,000 square feet, single story, heavy-duty municipal vehicle maintenance and repair shop located at 6800 S. Wentworth Ave. in the Englewood neighborhood (former Kennedy King College site);
- *Site 2: Satellite Shop*  
Construction of an approximately 30,000 square feet, satellite municipal vehicle maintenance and repair shop at 4243 N. Neenah Ave.;

- *Site 3: Fuel Station*  
Relocation of the existing fuel station function to 1150 N. North Branch; requires demolition of the existing Department of Street and Sanitation (DSS) building and new construction of a fuel station.

### **Project Budget**

The City estimates a total Project budget of \$37 million, including \$25 million for Main Heavy-Duty Shop, \$10 million for Satellite Shop and \$2 million for the Fuel Station. Within the Project budget is an allowance of approximately \$500,000 for moving expenses and FF&E (to be performed by the City).

Further details on each of the three proposed Project facilities, including design considerations and Project locations, are provided in Exhibit A.

### **Procurement Structure**

The City anticipates the Project will be delivered through a two-phase structure:

- Design Development Phase: Following the evaluation and ranking of Proposals submitted in response to this RFP, the City will commence a design phase selection process with the Selected Respondent, as part of the overall RFP selection process. This final phase of the selection process is intended to facilitate a collaborative scope of work, as further outlined in Section 3. During this phase (“Design Development Phase”), the Selected Respondent will work collaboratively with the City and the CIT to:
  - Complete & refine project design, as further described in Section 3
  - Facilitate project permitting and zoning processes, as further described in Section 3
  - Secure committed, project-specific financing, as further described in Section 3

The Selected Respondent will be required to execute the Acknowledgement, substantially in the form provided in Exhibit B, prior to commencing with the Design Development Phase.

Upon successful completion of the Design Development Phase, a final design will be agreed upon; the parties will then proceed to negotiate and finalize the DBF Agreement.

- Design-Build-Finance Agreement (“DBF Agreement” or “Contract”): At the culmination of the Design Development Phase, the City anticipates executing the DBF Agreement with the Developer, for the design, construction, and financing of the Project, as further outlined in Section 4. The DBF Agreement will incorporate the final design, guaranteed maximum price (“GMP”), payment & financing terms, and the terms and conditions governing the

construction of the project. The Contract will require City Council approval prior to execution.

Further information regarding the Project scope of work, contractual structure, and anticipated form of financing is provided in this RFP.

#### 1.4 Project Goals and Objectives

It is the City’s intent to relocate existing 2FM operations from 1685 N. Throop Street as soon as possible. A principal reason for choosing the design-build-finance approach was rapid project delivery.

In addition and more specifically, the primary Project goals are:

- i. Complete construction of Main Heavy-Duty Shop by October, 2018;
- ii. Complete Satellite Shop and Fuel Station by December, 2018;
- iii. Deliver full Project scope of work, including construction-period financing costs, for \$37 million or less;
- iv. Ensure Project design incorporates green, energy efficient, and sustainable building systems and materials and utilizes construction best practices;
- v. Achieve basic LEED Certification, where applicable, or equivalent certifications for similar use type;
- vi. Meet or exceed 28% MBE participation and 8% WBE participation goals;
- vii. Meet or exceed all Project workforce participation goals;

#### 1.5 General Procurement and Project Schedule

The CIT anticipates, but is not bound to, conducting the procurement and implementing the Project on the following schedule:

RFP Issued	May 30, 2017
Pre-Bid / Networking Conference	June 15, 2017
Request for Clarification Deadline	June 16, 2017
Proposal Due Date	July 19, 2017
Respondent Interviews (if held)	Week of July 31, 2017
Selection of Selected Respondent	August, 2017
Commencement of Design Development Phase	August, 2017
Schematic Design - Main & Satellite Shop	August, 2017
Design Development - Main & Satellite Shop	September, 2017
Final Design - Main & Satellite Shop	December, 2017
DBF Agreement Mutually Agreed Upon	December, 2017
DBF Agreement Notice to Proceed	February, 2018
Main Shop Substantially Complete	October, 2018
Satellite Shop Substantially Complete	December, 2018
Fuel Station Substantially Complete	December, 2018



## 2 Background on 2FM and 1685 N. Throop

### 2.1 2FM Background Information

2FM supports the operations of other City departments by providing high-quality and cost-effective fleet and facility services. Assets managed by the department include more than 10,000 pieces of equipment and vehicles and more than 425 leased and owned facilities. Other operational support provided by the department includes document retention, central mail, graphics and reproduction services, and environmental support. The department has an annual operating budget of approximately \$340 million, which includes 1100 staff positions.

### 2.2 1685 N. Throop Background Information

The former Illinois Steel Company's North Works factory site, located in a commercial and industrial setting, was purchased by the City in 1991. The approximately 18-acre City-owned site serves as the main office location for 2FM, including a 400,000 square foot steel structure facility that is comprised of North, South and Center buildings:

- North building: contains storage for 2FM, central mail operations and NAPA warehouse.
- Center building: houses administrative offices for 2FM, dispatch center, paint booths, sand blast room, critical heavy duty fleet operations and maintenance shops.
- South building: houses three (3) training rooms, administrative offices for foreman, heavy duty repairs and maintenance shops.

The existing site also contains a fuel station (located on the western part of the site), outdoor vehicle storage, employee parking, and a former fire house that is currently utilized by the Department of Streets and Sanitation (DSS).

The DSS operation, which includes administrative offices in the former fire house and an outdoor parking lot for refuse trucks, will be relocated to a City-owned site and neither the relocation work nor cost will be part of this Project's scope of work.

## 3 Procurement Structure

### 3.1 Two-Step Selection Process

The two-step selection process for the award of the DBF Agreement is as follows:

#### 3.1.1 Selection of Selected Respondent

Following the Proposal Due Date, the CIT and City will evaluate Proposals based on the evaluation criteria set forth in [Section 7](#).

As outlined in Section 7.6, the CIT and the City will score and rank the Proposals and identify the Selected Respondent. Once a Selected Respondent has been identified, but prior to award of the Contract, the Selected Respondent shall execute the Acknowledgement and complete the collaborative Design Development Phase scope of work, as further outlined in this Section 3.1.

### **3.1.2 Design Development Phase**

Selected Respondent, as part of the selection process, must produce detailed and complete, permit-ready Project design documents. Such design services will be accomplished pursuant to the RFP and Acknowledgement, in which Respondent acknowledges that it will perform the design services specified for this phase without an executed agreement. Respondent will only be reimbursed for the design services subject to the terms of the RFP and Acknowledgement, which require, in part, that Respondent, during the Design Development Phase, adhere to the terms and conditions attached as Attachment 3 to the Acknowledgement (“City Design Contract”) as if that City Design Contract were in effect, as further detailed in Section 3.1.5 and Exhibit B.

Following the execution of the Acknowledgement, the City anticipates the Selected Respondent will complete the Scope of Work outlined in Section 3.1.3, which shall include usual and customary architectural services along with landscape architecture, and civil, structural, mechanical, plumbing and electrical engineering services. Selected Respondent’s performance during the Design Development Phase will be taken into account in determining whether to award the Selected Respondent the final DBF Agreement or to move on to the next highest-ranked Respondent for the same Design Development Phase selection process.

### **3.1.3 Design Development Phase Scope of Work**

This Design Development Phase Scope of Work is to be used as a general guide and is not intended to be an all-inclusive list of all work necessary to complete the Project design development services.

- Complete and refine project design, including but not limited to the following tasks:
  - Schematic Design Services:
    - Review and confirm 2FM's conceptual programs, budget, and schedule;
    - Present alternative Project approaches to design and construction, including feasible environmentally

- responsible design approaches, as prioritized within the City of Chicago sustainability plan, Sustainable Chicago.
    - Prepare and present, for City approval, Schematic Design Documents that incorporate and illustrate the scale and proximity relationships of all Project components, as further described in Section 3.1.4.
    - Submit to the City a preliminary estimate of the Cost of the Work based on Schematic Design.
  - Design Development Services:
    - Prepare Design Development Documents for the City’s approval.
    - Update schedule, if necessary.
    - Update the estimate of the Cost of the Work provided as part of the Schematic Design Services.
    - Submit the Design Development Documents, as further described in Section 3.1.4.
  - Final Design Document Services:
    - Prepare Final Design Documents for the Owner's approval, as further described in Section 3.1.4.
    - Update schedule, if necessary.
    - Submit updated estimate of the Cost of the Work which shall serve as basis for the GMP for the DBF Agreement (the GMP shall be inclusive of any Developer’s Fees, soft costs, and any other potential Project costs).
- Obtain and provide required site information, such as surveys, environmental consultation and geotechnical assessments and analysis for the new structures. Any such site investigation document should include written certification, from the licensed entity responsible for providing the relevant services, that the documents can be relied upon for the permitting and construction of the subject facility.
- Ensure all design components meet Local, State and Federal codes and regulations for all sites.
- Refine and finalize Project Design and Construction Schedule.
- Facilitate project permitting and zoning processes, including:
  - Submit all necessary permit applications, including approval requests from other governing bodies;
  - Provide any required permit drawings and construction documents, with any required stamps and signatures from appropriately licensed architects and engineers;
  - Attend any necessary meetings with permitting/zoning authorities; and
  - Assist CIT and 2FM with any required zoning changes and related processes.

- Secure project-specific financing
  - Refine Conceptual Project Finance Plan in coordination with the CIT and the City;
  - Secure committed financing for the Project;

### **3.1.4 Design Development Phase Deliverables**

Prior to the award of the Contract, the Selected Respondent will be expected to deliver the work product outlined below to the City during the Design Development Phase. All design-related documents provided during the Design Development Phase (collectively, “Design Documents”) shall be suitable for obtaining all required building and zoning entitlements.

- *Schematic Design Documents:*  
The Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- *Design Development Documents:*  
The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, site plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems and describe the size and character of the Project as to architectural, civil, landscape, structural, mechanical, plumbing and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.
- *Final Design Documents*  
The Final Design Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. Final Design Documents should sufficient for bidding purposes, permitting and constructing structures / sites.
- Three (3) cost estimates (as detailed in Section 3.1.3).

- Project financing plan, including committed term sheet(s) associated with any proposed Project financing, subject to acceptance of final plan by City.

### **3.1.5 Design Development Compensation**

No compensation will be made to the Selected Respondent during the Design Development Phase, which will be considered a part of the RFP selection process; however, the Selected Developer shall document all costs incurred during the Design Development Phase, as specified herein and the Acknowledgement. The compensation, if any, for the Design Development Phase may, in certain circumstances, be based upon fully-loaded hourly rates (See Form 8) and documented reimbursable costs to third parties for site investigation services, such as surveying, geotechnical and environmental analysis (“Third Party Reimbursable Item” or, collectively “Third Party Reimbursables”) without mark-up, subject to a not to exceed amount of \$400,000.00, exclusive of Third Party Reimbursable costs. However, if Selected Respondent is chosen for the DBF Agreement, all costs incurred during the Design Development Phase will be compensated as specified in the DBF Agreement and subject to an overall percentage of GMP, and Developer may not be compensated by the full-loaded hourly rates specified in Form 8.

Compensation for the Design Development Services will be made only if all of the following occur:

- a. The Selected Respondent completes the Design Documents in accordance with the terms of the Acknowledgement to the satisfaction of the Commissioner, and the Commissioner decides, in his absolute discretion, to recommend to City Council a payment to the Selected Respondent for the Design Documents; and
- b. The Selected Respondent, during the Design Development Phase contemplated by this RFP, has fully complied with the terms of the Acknowledgement and the City Design Contract, including, without limitation, the M/WBE provisions contained therein. Accordingly, if payment is made for the Services, it must comply with the terms of Attachment 3 to the Acknowledgement as well as all other attachments to the Acknowledgement;
- c. The City Council, in its absolute discretion, approves the terms of the compensation for the Design Documents. Such approval of payment could take one of several forms, which may include, without limitation, payment for the Design Documents, with no further role for the Selected Respondent in the Project; or authorization for Selected Respondent to finance/further design/and build the Project per the terms of the DBF Agreement.

In such case that the City enters into the DBF Agreement with the Selected Respondent at the conclusion of the Design Development Phase, all properly documented eligible costs incurred by the Developer during the Design Development Phase will be eligible for compensation under the DBF Agreement. However, the City expects that, in aggregate, all design-related services on the Project shall not exceed 5% of the GMP.

In such case that the City elects to provide compensation for the Design Documents, with no further role for the Selected Respondent in the Project, compensation shall not exceed \$400,000.00 for architectural and engineering services plus Third Party Reimbursables.

Additionally, in such case that the City elects to neither (i) enter into a DBF Agreement with the Selected Respondent, nor (ii) provide compensation for the Design Documents, the City reserves the right to provide compensation to the Selected Respondent solely for one or more Third Party Reimbursable Item(s) at the documented cost for such item(s).

All deliverables, including but not limited to the Design Documents and Third Party Reimbursables, in any form prepared or provided by Selected Respondent during the Design Development Phase, including all copyrights inherent in them or their preparation, shall remain the property of the Selected Respondent during the Design Development Phase. However, on the acceptance and approval by the Commissioner and subsequent approval by City Council of a contract to pay for such Design Documents and Third Party Reimbursables, or any portion thereof, the title to, and ownership of, all such Design Documents and Third Party Reimbursables, including all copyrights inherent in them or their preparation, will become the property of the City. At such time, Selected Respondent will, and hereby does, irrevocably grant, assign, transfer and deliver to the City, all right, title and interest in and to the copyright and other intangible, intellectual property embodied in or pertaining to such Design Documents and Third Party Reimbursables. Selected Respondent acknowledges that it will, and will cause all of its subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts required to perfect City' rights in and to the copyrights relating to the Design Documents and Third Party Reimbursables, or any portion thereof.

## 4 DBF Agreement

At the culmination of the Design Development Phase, the City anticipates negotiating and awarding the DBF Agreement to the Developer for the design, construction, and financing of the Project.

The Scope of Work of the DBF Agreement is anticipated to include the Construction of all three Project sites. The Developer financing is anticipated to be the sole source of construction funding. Further information regarding the DBF Agreement financing structure is provided in Section 4.1.

The DBF Agreement will incorporate the final design, GMP, payment & financing terms, as determined in the Design Development Phase as well as the terms and conditions governing the construction of the project. The total budget for the Construction period is anticipated to be limited to no more than \$37 million (inclusive of any construction-period financing costs as well as the City's costs for relocation work and FF&E).

Additionally, the DBF Agreement will contain the City's standard provisions for public works, as well as other standard requirements, including the City's Multi Project Labor Agreements, Prevailing Wage rates, and Performance Bonds and other items as specified more fully below.

- A. Sales Tax Exemption - Program related purchases of tangible personal property (e.g., equipment, tools, materials, and supplies) purchased in Illinois will be exempt from sales tax.
- B. MBE/WBE Participation Goals – the DBF Agreement will incorporate MBE/WBE Participation Goals that, at minimum, follow the City's applicable ordinance at the time of execution of the DBF Agreement. The City has set Project goals of 28% MBE and 8% WBE for any work performed pursuant to a negotiated.
- C. For all construction Work, Developer will be required to comply with the minimum percentage of total worker hours performed by actual eligible residents of the City of Chicago as specified in MCC 2-92-330 and rules and regulations adopted thereunder. 50% of the total work hours must be performed by City Residents unless the City determines otherwise. Additionally, at least 15% of the total work hours must be performed by Project Area Residents.
- D. Permit Fees - Project construction activities will be exempt from City of Chicago building permit and street closure fees; however, all work must still abide by all City of Chicago permitting processes and requirements.
- E. Multi Project Labor Agreement (PLA) - The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>. To the extent that this Contract involves a project that is subject to the PLA, Developer acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

- F. Illinois Prevailing Wage Act/Davis-Bacon Act - To the extent that the Project will be subject to the Illinois Prevailing Wage Act, the Act requires Developers and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the Developer/subcontractors has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All Developers and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
- G. As a condition of making payment to the Developer, the City may require the Developer to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois or federal law, as applicable.

Further, the Developer will be required to hold a minimum of (2) job fairs, in coordination with the City, for outreach to the following communities: Chatham, Englewood, Auburn Gresham, Washington Heights, Greater Grand Crossing, Park Manor, Avalon Park and Woodland.

#### 4.1 DBF Financing Structure

The City intends to utilize the proceeds from the sale of 1685 N. Throop to compensate the Developer under the DBF Agreement (further information on the sale of the 1685 N. Throop may be found at the following URL: <https://www.throopwentworth.com/>); however, such funds are unlikely to be available during the Project’s construction period. Therefore, to best facilitate the fastest possible delivery of the Project, the Developer will be required to finance all Project design and construction costs.

The final terms of the Developer financing will be refined during the Design Development Phase and agreed to by the City and the Developer in the DBF Agreement. The CIT and City are currently anticipating the following general guidelines with respect to the Developer financing:

- Term: No longer than 5 years;
- Asset Ownership: The City will remain the owner of, and hold title to, all assets associated with the Project;



- Compensation Structure / Construction Completion Risk: The City anticipates a “receivables” financing structure, whereby payment for work will be subject to a pre-defined schedule of funding availability, but not subject to construction completion risk;
- Funding: The City anticipates contractually committing to a pre-defined schedule for available funding.

#### 4.2 Permitting and Zoning

The CIT and the City have facilitated preliminary permitting and zoning reviews based on conceptual designs for each Project site. Further information regarding permitting and zoning for each Project site is provided in Exhibit A.

Note: Permits issued to 2FM or its Developers, for work undertaken for public or governmental use shall not be subject to fees, per City Ordinance (Chapter 13-32 of Building Permit, Article II, Permit Fees, subsection 13-32-350). Therefore, Respondents should assume no permit, permit review or inspections fees shall be applicable to the Project.

#### 4.3 City Council Approval

As a condition precedent to the execution of the DBF Agreement, approval for the transaction must be provided by the City Council.

### 5 RFP Process

#### 5.1 Inspection of Site

All Respondent are strongly encouraged to inspect the proposed work sites and to attend the Pre-Submission Conference noted below.

Any Respondent interested in an attending an inspection of site(s) shall submit a written request to the RFP Primary Contact in advance (minimum 24-hour notice). Inspections of sites will be limited to times between 8:00 AM CT and 10:00 AM CT on the following dates:

- 1685 N. Throop:
  - Wednesday, June 7
  - Tuesday, June 27
- 6800 S. Wentworth Ave:
  - Tuesday, June 6
  - Wednesday, June 14
  - Wednesday, June 21
  - Wednesday, June 28

Additionally, Respondents may request a site inspection of 2FM's most recently completed maintenance facility, located at 5215 S. Western Blvd., on the following dates:

- Thursday, June 8
- Thursday, June 15
- Thursday, June 29

No allowance will be made for any difficulties that may be encountered in executing the work due to a failure of the Respondent to inspect the site(s). Respondents need to take into consideration that the site at 1685 N. Throop is fully operational and will remain so for the duration of construction.

## 5.2 Pre-Submission Conference

A Pre-submission Conference and networking opportunity will be held on:

June 15, 2017 at 10:00 AM CT at  
Chicago Police Department – 7<sup>th</sup> District – Community Room  
1438 W. 63<sup>rd</sup> Street  
Chicago, IL 60636

The CIT invites all interested parties to attend. The purpose of the conference is to answer questions, clarify procurement provisions, and provide a forum for various firms of different sizes and specialties to meet and network.

It is recommended that an individual from each potential respondent's firm attend and RSVP at:

<http://tiny.cc/NTRelocation>

You can RSVP at the same time you register as a document holder; please RSVP by: June 8, 2017.

## 5.3 Pre-Submission Instructions

All prospective Respondents are strongly encouraged to register the Respondent's company as an RFP document holder by contacting the CIT by email at:

[NTRelocate@chicagostructure.org](mailto:NTRelocate@chicagostructure.org)

Registration will entitle Respondent to receive email notifications of any future RFP clarifications and/or addendum posted on the CIT Website.

Respondents are responsible for checking the CIT Website (<http://www.chicagostructure.org>) for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the CIT Website will not relieve the Respondent from being bound by any additional terms and/or conditions in the

clarification and/or addenda. The CIT and/or the City will not be responsible for a Respondent's failure to consider additional information contained therein in preparing its Proposal. Any harm to the Respondent resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this procurement.

This Project procurement will follow all applicable City procurement rules, will be fair, open, and transparent, and attract competition among highly-qualified firms.

#### 5.4 Proposal Submission Instructions

Proposals must be received by no later than 4:00 p.m. CDT, on July 19, 2017. Proposals must be delivered to the following address:

The Chicago Infrastructure Trust  
35 E. Wacker Drive, Suite 1450  
Chicago, Illinois 60601

Respondent must submit one (1) original Proposal, (in the format described below in [Section 6.1](#)), along with one (1) unbound printed copy, two (2) electronic copies and one (1) redacted electronic copy on separate USB memory sticks, if applicable. The original Proposal must be clearly marked as "ORIGINAL", and on all documents requiring a signature, must bear the original signature of an authorized Respondent.

Respondents must enclose all documents in sealed envelopes or packages, the outside of each must be labeled as follows:

**Proposal Enclosed**  
**Relocation of 1685 N. Throop Operations**  
**Request for Proposal**  
**Due 4:00 p.m. CT, July 19, 2017**  
**Submitted by: \_\_\_\_\_**  
**(Name of Respondent)**  
**Package \_\_\_\_\_ of \_\_\_\_\_**

##### 5.4.1 Proposal Submission Deadline Rules

- Proposals must be received by the CIT no later than the Proposal Due Date.
- Respondents must deliver their Proposals by hand or courier or U.S. Mail to the address set out in [Section 5.4](#). The CIT will not accept Proposals sent by facsimile, electronic mail, telex or other telegraphic means.

- The determination of whether Proposals are submitted before the Proposal Due Date shall be based on the CIT's official time and date stamp that the Respondent receives from the CIT at the Submission Address, and the Respondent is solely responsible for ensuring it receives this time and date stamp.
- It is the sole responsibility of each Respondent to make sure that both of its submissions are delivered to the Submission Address no later than the stated due dates and time. All Proposals received after the due date and time will be rejected and will not be eligible for evaluation.
- The CIT may, in its sole discretion, extend the Proposal Due Date for such period of time as the CIT, in its discretion, deems appropriate.
- The CIT's opening of Respondents' sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the CIT of Respondent's Proposal. The CIT reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose.

## 5.5 Changes to Respondent Team Members and Organizational Structure

Except as provided in this Section 5.5, the Respondent is not permitted to change its Respondent Prime Team Members after the Proposal Due Date without the CIT's prior written consent.

If there is any change in the Respondent Prime Team Member, a change in control of any Respondent Prime Team Member or a material change to any Respondent Prime Team Member after the Proposal has been submitted, and such change was beyond the control of the Respondent and the applicable Respondent Prime Team Member, the Respondent must provide written notice to the CIT within five (5) business days after such change.

The CIT may, in its sole discretion, disqualify any such Respondent and/or reject the Proposal of any such Respondent if the CIT, in its sole discretion, considers that the change may have a material adverse impact on the Respondent's Proposal. If the CIT determines that the Respondent will not be disqualified, the CIT may, in its sole discretion, permit the Respondent to propose a substitution for the applicable Respondent Prime Team Member.

## 5.6 Respondent Team Members Participating on More Than One Team

### 5.6.1 Respondent Prime Team Members

A Respondent Prime Team Member, or any Person related thereto, may not be a member in any capacity or otherwise participate in the Submission of any other Respondent.

### **5.6.2 MBE and or WBE Team Members**

This RFP does not prohibit a MBE or WBE team member of one Respondent from also being a member of another Respondent, provided that it is not:

- 5.6.2.1 a Respondent Prime Team Member of any Respondent;
- 5.6.2.2 related to a Respondent Prime Team Member of any Respondent;
- or
- 5.6.2.3 otherwise ineligible to do so.

### **5.6.3 Key Individual Team Members**

A Key Individual, or any Person related thereto, may not be involved in the Submission of more than one Respondent.

## **6 Proposal Requirements**

The CIT and the City expect Proposals submitted in response to this RFP to provide enough information about each requested item to allow the CIT and the City to evaluate and competitively rank the Respondents based on the criteria set forth in this RFP.

Respondents are required to conduct the preparation of their Proposals with professional integrity and free of lobbying activities.

Respondents are liable for all errors and omissions incurred by Respondents in preparing the Proposal. Respondents will not be allowed to alter their Proposal documents after the Proposal Due Date unless approved by CIT in writing.

### **6.1 Format & Organization Requirements**

With the exception of the financial statements required under Section 6.2.4, which shall be provided in electronic format only (as described below), each Respondent shall submit one (1) original Proposal, along with one (1) unbound printed copy, two (2) electronic copies and one (1) redacted electronic copy on separate USB memory sticks, if applicable. Each USB memory stick must also contain:

- All financial statements required by this RFP as follows:
  - i. Respondent shall submit a copy of all financial statements electronically in searchable PDF format; and
  - ii. Respondent shall also submit standard, unlocked and unprotected, Microsoft Excel workbooks containing the balance sheet, income statement and statements of cash flows as disclosed in each set of audited financial statements. For each entity providing financial statements, one worksheet should be used for each of the balance sheet, income statement, and statement of cash flows, with figures for each of the three most recent years in separate columns, in chronological order, from left to right.

***Proposals must conform to the following requirements to be considered a compliant submission:***

- Proposals must follow the outline described below. Respondents shall provide brief, concise information that addresses the Project RFP requirements and is consistent with the evaluation criteria described below.
- Submit only one Proposal describing the qualifications for a given team regardless of the number of entities on the team.
- Failure to comply with the instructions, including but not limited to the page limitations set forth below, may be cause for rejection of the Proposal. Submission of a Proposal constitutes the Respondent's acceptance of all requirements outlined in this RFP.
- Proposals shall contain concise written material, submitted in English, enabling a clear understanding and evaluation of the Respondent's capabilities and the characteristics and benefits of their Proposal. Legibility, clarity, and completeness of each portion of the Proposal are essential. Videos and any other non-printable information will not be considered.
- Proposals should provide any monetary amounts in United States of America dollar denominations.
- Proposals should be prepared using a font no smaller than 10 point, on 8 ½" X 11" letter size paper, printed double-sided, and bound on the long side. The CIT encourages using reusable, recycled, recyclable and chlorine-free printed materials for Proposals, reports, and all other documents prepared in connection with this RFP. Expensive papers and bindings are discouraged as materials will not be returned.
- The Respondent is to limit each component of the Proposal to the maximum number of double sided pages indicated below in [Section 6.2.1](#), where applicable. Blank pages for spacers or separators, provided they are marked "this page intentionally blank" will not count as to the page limit.
- The printed versions of each Proposal should include a table of contents for each Volume that includes page numbers, forms, attachments, and appendices.
- The electronic copies of the Proposals should be provided on clearly marked USB format memory sticks. The Project name, and the Respondent name, and memory stick numbering should appear on each USB format memory stick. The Electronic copies should be provided in a searchable, accessible PDF format and created from software. Scanned images are not acceptable.
- In the event of any conflict or inconsistency between the Proposal marked "Original" and any copy, the "Original"-marked Proposal shall take precedence.

#### **6.1.1 Proposal Format**

Proposals must be clearly subdivided into the sections outlined below. Further details regarding Proposal contents is provided in [Section 6.2](#).

- Volume 1: General Information
- Volume 2: Technical Information

- Volume 3: Financial Information
- Volume 4: Pricing Information
- Volume 5: Administrative Submittals

Each separate volume and individual sections should be clearly identified and/or separated by labeled tabs and organized in accordance with subject matter outline set forth below.

## 6.2 Proposal Contents & Organization

***Each Proposal must contain all the information described in this Section. All forms must be completed in full.***

### 6.2.1 Required Content

References in this RFP to pages mean a single-sided page. CIT will disregard pages that exceed stated page limitation requirements. Respondents shall not include standard corporate brochures, awards, licenses, and marketing materials in a Proposal and the CIT and the City shall not evaluate such material.

*[continued on next page]*

<b>Volume 1 – General Information</b>			
<i>Section</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross-Ref</i>
Section A	Proposal Letter (Form 2)	2 pages	6.2.2.1
Section B	Executive Summary	5 pages	6.2.2.2
Section C	Information Regarding Respondent, Lead Developer, Lead Engineering Firm and Guarantors (Form 3)	N/A	6.2.2.3
Section D	Ability to Meet MBE/WBE Participation Plans	2 pages	6.2.2.4
Section E	Workforce Development Plan	5 pages	6.2.2.5
Section F	Local Economic Initiative(s) Commitment, If Applicable	N/A	6.2.2.6
<b>Volume 2 – Technical Information</b>			
<i>Section</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross-Ref</i>
Section A	Technical Qualifications	N/A	6.2.3.1
	(1) Project Technical Experience	N/A	6.2.3.1
	(a) Relevant Experience (Forms 4-A, 4-B)	N/A	6.2.3.1
	(b) Project Descriptions	1 page per	6.2.3.1
	(2) Technical Key Personnel	N/A	6.2.3.1
	(a) Technical Key Personnel Qualifications	1 page per	6.2.3.1
	(b) Express Commitment Regarding Tech Key Personnel	1 page	6.2.3.1
	(3) Management Structure	3 pages	6.2.3.1
	(4) Information Regarding Primary Team Members	N/A	6.2.3.1
	(a) Respondent	1 page	6.2.3.1
	(b) Prime Team Members	1 page per	6.2.3.1
	(5) Technical Reference Summary (Form 5)	1 page	6.2.3.1
Section B	Statement of Technical Approach	5 pages	6.2.3.2
Section C	Safety Qualifications	1 page	6.2.3.3
Section D	Budgets and Cost Controls on Past Projects	1 page	6.2.3.4
Section E	Ability to Meet Schedules on Past Projects	1 page	6.2.3.5
<b>Volume 3 – Financial Information</b>			
<i>Section</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross-Ref</i>
Section A	Lead Developer Project Development Experience (Form 6)	N/A	6.2.4.1
Section B	Surety Letter(s)	N/A	6.2.4.2
Section C	Financing Party Support Letter(s)	N/A	6.2.4.3
Section D	Financial Officer's Certificate (for Lead Developer and Guarantor (if any) (Form 7)	N/A	6.2.4.4
Section E	Financial Statements**	N/A	6.2.4.5
Section F	Financial Key Personnel	N/A	6.2.4.6
	(a) Financial Key Personnel Qualifications	1 page per	6.2.4.6
	(b) Express Commitment Regarding Financial Key Personnel	1 page	6.2.4.6
Section G	Conceptual Project Financial Plan	7 pages	6.2.4.7



<b>Volume 4 – Pricing Submittals</b>			
Section A	Pricing Submittal Form (Form 8)	1 page	6.2.5.1
<b>Volume 5 – Administrative Submittals</b>			
<i>Section</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross-Ref</i>
Section A	Proposal Check List (Form 1)	N/A	6.2.6.1
Section B	Confidential Contents Index	N/A	6.2.6.2
Section C	Legal Qualifications	N/A	6.2.6.3
Section D	Conflicts of Interest	N/A	6.2.6.4
Section E	Insurance	N/A	6.2.6.5
Section F	Respondent’s Commitment to Minority and Female Employee Utilization Goals (Form 9)	N/A	6.2.2.5

## **6.2.2 Volume 1 – General Information**

Volume I of the Proposal shall contain the following:

### **6.2.2.1 Section A – Proposal Letter (Form 2)**

Each Proposal must include a proposal letter utilizing the template provided in Form 2. The Form 2 template must be duplicated and completed on Respondent’s company letterhead and executed by an individual with appropriate authority to bind the Respondent with respect to this response to the RFP.

For Respondents that are (or are expected to be) joint ventures, partnerships, limited liability companies or other associates, the proposal letter shall have appended to it letters on the letterhead stationary of each entity with an equity interest in the Respondent stating that representations, statements and commitments made by the lead firm its behalf of the have been authorized by, are correct, and accurately represent the role of the its firm in the Respondent team.

### **6.2.2.2 Section B – Executive Summary**

The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer’s qualifications and its ability to satisfy the financial and technical requirements of the Project. Additionally, the Executive Summary should include the following information:

- A brief statement of interest for the Project that identifies the Respondent’s Prime Team Members and other Team Members.

- A brief statement that demonstrates the Respondent's understanding of the Project's intent and objectives, the Project's major components, and the Proposer's approach to achieving those objectives

6.2.2.3 *Section C – Respondent Information (Form 3)*

Provide an executed original of Form 3 for the Respondent and each Prime Team Member.

6.2.2.4 *Section D – Ability to Meet MBE/WBE Participation Plan*

Respondent must generally describe its plan for MBE/WBE participation and commitment to achieving or exceeding meaningful technical and financial goals. The current MBE participation goal is 28% of the total contract value, and the current WBE participation goal is 8% of the total contract value. Consistent with the CIT's and City's practice of encouraging and facilitating the participation of MBEs and WBEs in prime Developer roles on projects, the CIT urges Respondents to partner with MBE and/or WBE firms at the prime Developer level. To be eligible for favorable consideration under the Prime Developer element of the criteria, proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members and must allocate to the MBE and/or WBE financial risk commensurate with the financial rewards available to be achieved by a Selected Respondent.

The Selected Respondent will be required to provide a detailed MBE/WBE Compliance plan, including completed Schedules C and D, found in Exhibit F, and a request for waiver of goals, if applicable, prior to award of the DBF Agreement.

6.2.2.5 *Section E – Workforce Development Plan*

The City urges Respondents to have a diverse workforce that is representative of the City. Consistent with the City's practice of encouraging and facilitating the participation of local residents, Proposals must include a Workforce Development Plan that at minimum addresses the major areas outlined below. The Workforce Development Plan should describe the Proposer's subcontracting, hiring, staffing, and any other relevant strategies and plan to achieving the City's desired workforce development goals.

## **City Resident Worker Hiring Requirements**

The following City resident hiring requirements will be included in the Contract. Proposers must address and detail their commitment to the City resident hiring requirements, defined below, in their Workforce Development Plan.

For all construction Work, Developer will be required to comply with the minimum percentage of total worker hours performed by actual eligible residents of the City of Chicago as specified in MCC 2-92-330 and rules and regulations adopted thereunder. 50% of the total work hours must be performed by City Residents unless the City determines otherwise. Additionally, at least 15% of the total work hours must be performed by Project Area Residents.

The Developer may request a reduction or waiver of these minimum percentage participation levels of City Residents and Project Area Residents as provided for in MCC 2-92-330 in accordance with standards and procedures developed by the City's Chief Procurement Officer (CPO).

For purposes of these City resident hiring provisions:

"City Residents" means persons domiciled within the City of Chicago.

"Project Area Residents" for the purposes of this Project means persons who reside in one of the following communities: Chatham, Englewood, Auburn Gresham, Washington Heights, Greater Grand Crossing, Park Manor, Avalon Park and Woodland.

"Domicile" means an individual's one and only true, fixed and permanent home and principal establishment.

"Eligible Residents" means City Residents and Project Area Residents.

"Actual residents of the City of Chicago" shall mean persons domiciled within the City of Chicago. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

The Developer shall provide for the maintenance of adequate employee residency records to ensure that actual eligible City Residents are employed on the project. The Developer and subcontractors shall maintain copies of personnel documents supportive of every City Resident employee's actual record of residence.

Certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted weekly to the Commissioner of the supervising City department, which clearly and accurately identifies the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a Certified payroll report, the date that the company hired the employee should be written in after the employee's name.

Full access to the Developer's and subcontractors' employment records shall be granted to CPO, the Commissioner of the supervising City department, the Superintendent of the Chicago Police Department, the Chicago's Inspector General, or any duly authorized representative thereof. The Developer and subcontractors shall maintain all relevant personnel data in records for a period of at least three years after final acceptance of the work.

At the direction of the supervising department, affidavits and other supporting documentation will be required of the Developer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Unless a waiver has been granted by the City, good faith efforts on the part of the Developer to provide utilization of actual Chicago residents will not be sufficient justification for failing to meet and document verified achievement of the minimum worker hours performed by actual Chicago residents.

Waiver requests will be considered based on the standards and procedures developed by the Chief Procurement Officer, "Regulations For Percentages Of City And Project Area Residents Worker Hours."

When work associated with each Contract task order is completed, if the CPO has determined that the Developer has failed to meet or adequately report the minimum worker hours performed by actual

eligible Chicago residents, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance it is agreed that 1/20 of 1 percent (.05%), 0.0005, of the final contract amount for this contract shall be surrendered by the Developer to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and / or correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and/or Certified Payroll reports may subject the Developer or subcontractor or employee to prosecution. Any retainage to cover contract performance that may become due to the Developer may be withheld by the City pending the Chief Procurement Officer's determination of whether the Developer must surrender damages as provided in this paragraph.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this contract.

### **Equal Employment Opportunity**

All Proposers must provide a workforce implementation plan for hiring minorities and women that addresses their plan to comply with any statutory requirements and other Proposal commitments regarding the hiring of minorities and women as part of their Workforce Development Plan.

City Contractors are subject to the requirements of 44 II. Admin. Code 750 Appendix A, including the requirement to hire new employees in a way that minorities and women are not underutilized, as outlined in Section 8.19.

Additionally, Pursuant to section MCC 2-92-390, the City has adopted the following goals for employment of women and minorities on its construction contracts:

<b>Type of worker</b>	<b>% of construction aggregated work hours performed by journeyworkers</b>
Minority journeyworkers	25%
Women journeyworkers	7%

<b>Type of worker</b>	<b>% of construction aggregated work hours performed by apprentices</b>
Minority apprentices	25%
Women apprentices	7%

<b>Type of worker</b>	<b>% of construction aggregated work hours performed by laborers</b>
Minority laborers	40%
Women laborers	10%

Particularly favorable consideration will be given to Respondents that commit to hiring minorities and women to perform a percentage of the aggregated work hours of construction work.

In order to commit hiring minorities and women to perform a percentage of the aggregated work hours on the project for the construction work, Respondent may complete Form 9, Respondent's Commitment to Minority and Female Employee Utilization Goals, and submit this form with their Proposal and include a narrative in their Workforce Development Plan regarding the plan to achieve the proposed utilization Goal. By submitting Form 9, Respondent acknowledges that, should the Respondent be

awarded a contract, Respondent's failure to meet its specified utilization goals will result in the liquidated damages specified in Form 9.

The CIT strongly encourages Proposers to maximize the utilization of minority and female workers that best effectuates equal employment opportunity goals.

#### 6.2.2.6 Section F – Local Economic Initiatives

Favorable consideration will be given to Respondents who commit to cooperating with various local economic development initiatives. Respondents are urged to use as subcontractors or suppliers, or to demonstrate how they themselves are:

- **City-based Businesses** as defined by Municipal Code of Chicago 2-92-412.
- **Small Local Business** as defined by Municipal Code of Chicago 2-92-405
- **Veteran-Owned Business Enterprises** as defined by Municipal Code of Chicago 2-92-418.

If a city-based business, local manufacturer, small local business or veteran-owned business will be used, Respondent must include an affirmative statement with the proposal that states Respondents commitment to using said business or manufacturer. The proposal must include the name of the proposed company, address, contact person, phone number and e-mail address and a brief description of the good and/or service the proposed entity will be providing, if known at the time of proposal submission. If in the company is not known, Respondent must provide a plan for obtaining the participation of the City-based business, manufacturer, or veteran-owned business enterprise.

### 6.2.3 Volume 2 – Technical Information

Volume 2 of the Proposal shall contain the following:

#### 6.2.3.1 Section A – Technical Qualifications

Provide the following information relevant to qualifications of the Respondent, the lead or managing entity member of the Respondent team and all Prime Team Members.

## 1) Project Technical Experience

### (a) Relevant Experience (Forms 4-A and 4-B)

The Proposal shall contain completed Forms 4-A and 4-B. Project descriptions for each of the projects listed in such forms shall be included Volume 2, Section A, 1)(b).

Form 4-A: Technical Experience – Lead Engineering Firm: Provide details for a maximum of three projects, (the same projects for which references are provided in Volume 2, Section A, 5) in compliance with the requirements set forth in Form 4-A and best meeting the evaluation criteria set forth in Section 7.

Form 4-B: Technical Experience – Lead Developer: Provide details for a maximum of three projects (the same projects for which references are provided in Volume 2, Section A, 5) in compliance with the requirements set forth in Form 4-B and best meeting the evaluation criteria set forth in Section 7.

### (b) Project Descriptions

The Proposal shall include project descriptions for each project listed on Forms 4-A, 4-B, and 5. These shall be a maximum one-page narrative description for each project. The description should, at a minimum, give an overview of the project and explain why the experience gained on the project is relevant to the evaluation criteria provided in Section 7. The project descriptions should be provided in the following order:

1. Lead Engineering Firm
2. Lead Developer

## 2) Technical Key Personnel

### (a) Technical Key Personnel Qualifications

Respondents are required to provide separate resumes for all technical Key Personnel, as well as other relevant personnel who are shown in the Organizational Chart included in Volume 2, Section A, 3) and whose qualifications and experience will be evaluated as described in Section 7.



Resumes shall be limited to one page per person (exclusive of licenses and/or license applications) and only one individual shall be designated to fill each position.

A minimum of three individual projects and references shall be provided for each resume.

For each of the three projects listed on a resume the following information shall be included:

- i. Name of the project, the public owner’s contact information (project manager name, phone number, e-mail address), and project number (if any) and dates of work performed on the project. If the owner’s project manager is no longer employed by the owner, provide an alternative contact at the owner / agency that played a leadership role for the owner and is familiar with the project. The CIT may elect to use the information provided to verify the experience claimed for an individual;
- ii. Description of the work or services provided and role on the project. If more than one role was played, identify the dates and duration of each role;
- iii. Description of the work or services provided on projects as it relates to the evaluation criteria defined in Section 7;
- iv. Relevant licensing and registration (copies of licenses and / or application for licenses where applicable must be attached).

Technical Key Personnel are listed as follows:

Position	Description
Project Manager	Shall lead the Developer’s efforts and be responsible for overall design, construction, and contract administration on behalf of the Developer, including safety and environmental compliance for the Project, assigned to the Project full time and co-located/on-site until the completion of the startup period for operations.
Superintendent	Responsible for ensuring that the Project is constructed in accordance with the Project requirements, assigned to the Project full time and co-located/onsite until substantial completion.

Lead Quality Manager	Responsible for the overall design, construction and life cycle quality of the project, implementing quality planning and training, and managing the team's quality management processes. Reports directly to individual at Lead Developer who is outside the production team and bears no direct immediate profit and loss responsibility for the Project. Independent of Lead Developer's production team and has the authority to stop work. May also serve as construction quality manager, but not as design quality manager. Shall be co-located and on-site until final acceptance.
Design Manager	Responsible for ensuring that the overall Project design is completed and design criteria requirements are met. Co-located whenever design activities are being performed, including design activities related to field design changes.
Lead Construction Cost Estimator	Responsible for collecting and analyzing all relevant information, including design considerations, project plans and specifications to prepare time, cost, material, and labor estimates. Shall provide on-going feedback to Developer and City to ensure budget and cost control measures are met.
Safety Manager	Responsible for carrying out the Developer's safety plan and all safety-related activities, including training and enforcement of safety operations. Must have project safety experience. Reports directly to the Project Manager and has the authority to stop work.

(b) Express Commitment Regarding Technical Key Personnel

An express, written statement committing that the Key Personnel designated in the Proposal for the positions or roles described in this Volume 2, Section A, 2)(a) shall be available to serve the role so identified in connection with the Project. While CIT recognizes personnel availability and scheduling issues impact the Respondents, Respondents are urged only to identify and proffer personnel that they believe will be available for, and intend to assign to work on, the Project for the positions identified. Procedures concerning changes of such personnel are set forth in Section 10.2.3; however, requests to implement such changes will be subject to prior CIT approval, in its sole discretion. Failure to obtain CIT approval for such changes may result in disqualification of the Respondent by CIT.

### 3) Management Structure

For each Proposal, provide a narrative of no more than 3 pages describing the Respondent's teaming arrangements and its management structure. The narrative should include at a minimum a discussion of the following:

- How the Respondent will institutionally operate, particularly in light of phasing of Project development;
- The experience of team members working together on other projects and the results of that experience; and
- How the management structure will facilitate the management of Project risks.

The narrative will be supported by up to three additional charts, on paper up to 11" x 17" size, as follows:

- Organization chart showing the Respondent's Prime Team Members.
- Indicate the percentage of shareholding among the equity members of any joint venture or project-specific limited liability company.
- Organization chart showing the Respondent's management structure and "chain of command" with Key Personnel shown together with any other relevant personnel Respondent wishes to identify at this time, and identifying major functions to be performed and their reporting relationships in managing, designing, and constructing the Project.

### 4) Information Regarding Prime Team Members

#### (a) The Respondent

Identify the legal name of the Respondent. If the name is a "doing business as" or "DBA," identify underlying names. If the Respondent entity has not been legally formed yet, state that a legal entity has not yet been created, provide a proposed name (if any) or a temporary name for Respondent and describe the expected timing for creating a legal entity for Respondent. Identify a sole point of contact (a real person) and include the following information: name, title, address, telephone and fax numbers and electronic mail address. Identify the legal name and nature of the Respondent and the state within which it was organized, or for Respondent that have not formed a legal entity yet, identify the proposed legal name

and nature of the Respondent and the state within which Proposer expects to organize the entity.

(b) Prime Team Members

For each Prime Team Member of the Respondent, identify the entity's role and the entity's legal nature and state within which it was organized.

5) Technical Reference Summary (Form 5)

The Proposal shall contain a completed Form 5 consolidating all of the references required. This should include references for all project experience listed on Forms 4-A and 4-B.

Respondents are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, CIT may elect to exclude the experience represented by that project in determining the Respondent's qualifications. For any entity identified in the Proposal for which experience and qualifications have not been provided pursuant to Volume 2, Section A, 1)(a), the Proposer may, but is not required to, include the relevant project reference on Form 5.

6.2.3.2 *Section B – Statement of Technical Approach*

Provide a narrative statement of the Respondent's anticipated technical to the Project. This statement shall include the Respondent's:

- i. Understanding of the Project scope;
- ii. Detail schedule for the Design Development Phase, aligning with the Scope of Work and Deliverables outlined in Section 3 and the Project implementation schedule outlined in Section 1.5.
- iii. Detailed conceptual schedule for the design and construction of the Project;
- iv. Approach to PPP contracting, particularly DBF contracting, and to successfully delivering the Project using PPP contracting;
- v. Identification and understanding of the top Project risks and potential solutions to address the risk, including:
  - a. Risks with consequences arising during the Design Development Phase;
  - b. Risks with consequences arising during the Construction phase;
- vi. Experience in applying innovative measures to maximize available public funds.

The Statement of Technical Approach may not be longer than five (5) pages. A detailed conceptual design and construction schedule may be submitted as an attachment to the Statement of Technical Approach and will not be counted toward the page limit.

**6.2.3.3 Section C – Safety Qualification**

Respondents are requested to provide the following:

- Experience Modification Rate (EMR) for the three (3) most recent annual insurance-year rating.
- OSHA Recordable Incident Rates (RIR).
- Identify the firm’s annual OSHA RIR for all work performed during the past three (3) calendar years.
- Identify the firm’s annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past three (3) calendar years.

**6.2.3.4 Section D - Budgets and Control Costs on Past Projects**

Respondents are requested to provide the following:

- Description of the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of past projects.
- Description of how these systems were used for any combination of three (3) projects listed in Form 5;

**6.2.3.5 Section E - Ability to Meet Schedules on Past Projects**

Respondents are requested to provide the following:

- Description of the approach the Respondent will use to develop, maintain, and update the Project schedule during Project design and implementation phases.
- Examples of how these techniques were used for any combination of three (3) projects listed in Form 5.

**6.2.4 Volume 3 – Financial Information**

Volume 3 of the Proposal shall contain the following:

**6.2.4.1 Section A – Respondent Project Development Experience (Form 6)**

The Respondent shall submit a completed Form 6. Form 6 shall describe relevant project development and investment experience of each Prime Team Member relating to a maximum of five projects. Project experience from Affiliates of Prime Team Members is acceptable, if a direct or indirect common parent entity is a Guarantor of the Prime Team Member. Form 6 should demonstrate

(i) Proposer's ability to structure, negotiate and successfully obtain financing for comparable projects; and (ii) its familiarity with the types of financing structures and instruments potentially available.

CIT will view projects with the following characteristics more favorably (and to the extent that not all projects listed have all these characteristics, CIT will view more favorably a Form 6 of projects that in aggregate has more of these characteristics):

- i. DBF projects;
- ii. Vertical construction;
- iii. At least \$50 million in total private debt and equity;
- iv. Total design and construction costs similar to the Project;
- v. The Lead Developer member whose project is cited holds a larger ownership or joint venture interest in the Lead Developer;
- vi. Reached financial close;
- vii. More recent;
- viii. Located in the USA;

#### 6.2.4.2 *Section B – Surety Letter*

Respondent shall provide evidence of Lead Developer's capability by submitting a duly executed and properly completed surety letter meeting the following requirements:

- i. The evidence regarding bonding capacity will take the form of a letter from a surety duly authorized to carry the business of suretyship in the State of Illinois indicating without conditions or qualifications that the Lead Developer is capable at the time of the Proposal submission of obtaining a performance and payment bond in an amount of at least \$40 million.
- ii. The requirement to provide the surety letter and the bond amounts referenced above are solely for the purposes of the evaluation of Respondent's financial qualifications and should not be construed as an indication of the ultimate performance security to be required for the Project in the DBF Agreement.
- iii. The letter shall make reference to the fact that the bond would be applicable specifically to the Project. The evidence regarding bonding capacity will take the form of a letter from a surety indicating that such capacity exists for the Lead Developer. Letters indicating "unlimited" bonding capability are not acceptable. Any surety providing such letter must be rated at least "A" or better and "Class VIII" or

better by A.M. Best and Company. Evidence of the surety's rating must be attached to the letter. Also provide the rating for the previous three years. The letter must specifically state that the surety has read this RFP and has evaluated the Lead Developer's backlog and work-in-progress in determining its bonding capacity.

#### 6.2.4.3 *Section C – Financing Party Support Letters*

Respondent shall submit no less than two but no more than five letters of support from Financing Parties. Each letter must be provided by an underwriter, bank and/or financial institution that has long-term, unsecured debt ratings of not less than "BBB" or "Baa2", as applicable, issued by at least one of the three major rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group).

**Please note: Financing Party Support Letters are meant to demonstrate the Respondent's ability to secure Project financing from credible financing institutions, but does not commit the Respondent to securing Project financing during the Design Development Phase solely from the financial institutions that provided Financing Party Support Letters as part of its Proposal. The ultimate DBF Agreement financing provider(s) will be subject to City review and approval during the Design Development Phase.**

In addition to the two required letters, one of the remaining three letters may demonstrate the Respondent's desire and ability to self-finance, if any.

The letter must be on financial institution stationery, signed by an official, and include title, address, telephone number and email address for verification purposes and include, at a minimum, the following:

- i. Details regarding any experience the Financing Party has with Respondent or any of its Prime Team Members in connection with relevant public-private partnership financing packages involving relevant DBF projects with receivables structures that have closed within the last seven years;
- ii. Evidence of the Financing Party's long-term, unsecured debt rating;
- iii. Explicit support for Respondent and interest in providing a loan or underwriting debt for the Project;

- iv. Acknowledgement that the Financing Party has reviewed this RFP and is familiar with (i) the contractual and financial structure described in Section 4 and (ii) bringing to financial close the financing of a DBF project of the size and nature of the Project; and
- v. Any assumptions regarding the provision of support for a Respondent or any of its Team Members.

6.2.4.4 *Section D – Financial Officer’s Certificate (Form 7)*

Proposals shall include a completed Financial Officer’s Certificate (Form 7) from each of the following entities: (1) the Respondent and all team members, as applicable; (2) to the extent that the Respondent and the Lead Developer are not the same entity or entities, the Lead Developer (and if the Lead Developer is a joint venture (unincorporated or incorporated), all entities comprising the joint venture); and (3) each Guarantor (if any).

Each Financial Officer’s Certificate must be signed by the chief financial (or equivalent) officer of each entity listed above, dated not earlier than seven (7) calendar days prior to the Proposal Due Date.

6.2.4.5 *Section E – Financial Statements*

**TO BE SUBMITTED IN ELECTRONIC FORM ONLY**

Respondent shall submit financial statements for the Respondent and each entity comprising the Lead Developer for the three most recent fiscal years, (i) audited by a generally recognized certified public accountant firm, or (ii) unaudited statements if audited statements have not been produced, and (iii) quarterly financial statements for every quarter since the latest annual financial statement. If an entity provides financial statements that are not prepared in accordance with United States Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS), then an explanation of the accounting differences between GAAP and the accounting standards used to produce the audited financial statements shall be prepared and submitted by the auditing firm.

If the relevant entity intends to receive support from Guarantors as evidenced in Form 3, then financial statements shall be submitted only for each Guarantor. The Lead Developer shall determine, in its sole discretion, whether to offer the support of and financial



information of a Guarantor.

If an entity is a newly formed entity that does not have financial statements, the entity may submit a letter from a financial institution certifying as to the amount of free cash being held.

If any entity for which required financial information is submitted files reports with the U.S. Securities and Exchange Commission, electronic links to the latest 10-K and 10-Q must be provided.

Financial statements must include:

- i. Opinion Letter (Auditor's Report);
- ii. Balance Sheet;
- iii. Income Statement;
- iv. Statement of Cash Flows; and
- v. Footnotes.

All financial statements using a foreign currency shall be converted into U.S. Dollars and the conversion method(s) must be explained in an attachment. All financial statements shall be presented in English. All financial statements shall be provided electronically.

#### 6.2.4.6 *Section F – Financial Key Personnel*

##### (a) Financial Key Personnel Qualifications

Respondents are required to provide separate resumes for all financial Key Personnel, as well as other relevant personnel who are shown in the Organizational Chart included in Volume 2, Section A, 3) and whose qualifications and experience will be evaluated as described in Section 7.

Resumes shall be limited to one page per person (exclusive of licenses and/or license applications) and only one individual shall be designated to fill each position.

A minimum of three individual projects and references shall be provided for each resume.

For each of the three projects listed on a resume the following information shall be included:

- i. Name of the project, the public owner's contact information (project manager name, phone number, e-mail address), and project number (if any) and dates of work performed on

the project. If the owner’s project manager is no longer employed by the owner, provide an alternative contact at the owner / agency that played a leadership role for the owner and is familiar with the project. The CIT may elect to use the information provided to verify the experience claimed for an individual;

- ii. Description of the work or services provided and role on the project. If more than one role was played, identify the dates and duration of each role;
- iii. Description of the work or services provided on projects as it relates to the evaluation criteria defined in Section 7;
- iv. Any relevant licensing and registration.

Financial Key Personnel are listed as follows:

Position	Description
Project Finance Lead(s)	The member(s) of the Respondent or financial team including employees of its external Financial Advisors principally responsible for developing the financial model in conformity with the anticipated DBF Agreement terms, and structuring and implementing a financing plan for the Project.

**(b) Express Commitment Regarding Financial Key Personnel**

An express, written statement committing that the Key Personnel designated in the Proposal for the positions or roles described this Volume 3, Section F, (a) shall be available to serve the role so identified in connection with the Project. While CIT recognizes personnel availability and scheduling issues impact the Respondents, Respondents are urged only to identify and proffer personnel that they believe will be available for, and intend to assign to work on, the Project for the positions identified. Procedures concerning changes of such personnel are set forth in Section 5.5; however, requests to implement such changes will be subject to prior CIT approval, in its sole discretion. Failure to obtain CIT approval for such changes may result in disqualification of the Respondent by CIT.

**6.2.4.7 Section G – Conceptual Project Finance Plan**

The Respondent shall provide a brief narrative description of the Respondent’s anticipated approach(es) to financing the project and

any other relevant financial information (the “Conceptual Project Finance Plan”). CIT is aware that Respondents may be still analyzing various financing options and that the ultimate structure will depend on the terms of the DBF Agreement; therefore, nothing in a Respondent’s Conceptual Project Finance Plan will be binding in any way and will not limit the Respondent, if selected, from exploring and/or proposing a different financing approach during the Design Development Phase.

The conceptual Project financing discussion is intended to provide Respondent an opportunity to demonstrate their knowledge and understanding of the tools, requirements and critical considerations involved in developing and implementing a plan of finance for the Project. Respondents should provide a summary of the major factors that will influence the development of a finance plan for the Project, including at a minimum a discussion of the following topics:

- i. Financing options/sources/structure(s) the Respondent anticipates considering pursuing to obtain the financing required to complete the Project, including structures with and without construction risk;
- ii. Respondent’s views on the Security Requirements that would be most appropriate for the Project given the financing considerations outlined in Section 4.1;
- iii. Any perceived challenges to financing the Project or to achieving a more efficient financing approach and potential approaches to overcoming these challenges;
- iv. Key credit strengths and weaknesses of the Project and potential mitigants for the weaknesses that could be applicable; and,
- v. External financial advisors engaged (or that will be engaged) to assist the Respondent (if any) and/or internal / affiliate financial experts assigned to lead the development of the Financial Proposal that will be submitted in the response to the RFP, and their general capabilities and experience.

The Conceptual Project Financing Discussion may be no longer than seven (7) pages.

#### **6.2.5 Volume 4 – Pricing Submittals**

Volume 4 of the Proposal shall contain the following:

##### **6.2.5.1 Section A –Price Submittal Form (Form 8)**

Respondent shall provide a completed Form 8, Price Submittal Form.

Pricing shall be provided for the following:

*i. DBF Agreement Developer's Fixed Fee*

Each Respondent must provide a Developer's fee in terms of a percentage (the "Fee"). The Fee will be applied to eligible documented costs of work to be defined in the terms of the DBF Agreement to determine total Developer compensation, subject to the Project GMP and any other limitations on Developer compensation to be specified in the DBF Agreement.

The Fee established in Form 8 shall not be subject to change or revision, unless such change favors the City. The Developer will not be entitled to apply the Fee to change orders. The Developer is not entitled to apply the Fee on General Conditions and such costs shall be excluded from any calculations of the Developer's Fee. General Conditions costs will be limited to no more than 10% of the Project Budget. The GMP is inclusive of the Fee.

*ii. Design Services Hourly Labor Rates*

Each Respondent must complete the hourly labor rate schedule in Form 8 related to the Design Development Phase Scope of Work, as outlined in Section 3.1.3. Compensation for such Work is outlined in Section 3.1.5, and will be subject to the terms of the RFP and Acknowledgement. All labor rates provided in the table below should be fully-loaded, i.e., inclusive of base hourly rate and any overhead and profit multipliers. (Note: all direct or indirect costs not included in overhead and all Third Party Reimbursables shall be recorded at actual cost with no markup).

**6.2.6 Volume 5 – Administrative Submittals**

Volume 5 of the Proposal shall contain the following:

**6.2.6.1 Section A – Proposal Checklist (Form 1)**

To facilitate the review and evaluation of Proposals, the Respondent must include a completed Proposal Checklist as provided in Form 1.

6.2.6.2 *Section B – Confidential Content Index*

A page executed by the Respondent that sets forth the specific items in the Proposal (specifying Volume, section and page numbers within the Proposal at which such items are located) that the Respondent deems confidential, trade secret or proprietary information protected by (as described in Section 8.22).

6.2.6.3 *Section C – Legal Qualifications*

The following information regarding legal issues affecting the Respondent and its team members shall be submitted:

1) Legal Issues

Identify and explain any significant anticipated legal issues which the Respondent must resolve in order to carry out the Project and anticipated obligations under a DBF Agreement.

2) Legal Liabilities

Provide a list and a brief description of all instances during the last five years involving projects in which the Respondent (or any other organization that is under common ownership with the Respondent) or any Prime Team Member was (i) determined, pursuant to a final determination in a court of law, arbitration proceedings or other dispute resolution proceeding, to be liable for a material breach of contract or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone and e-mail address.

3) Legal Proceedings

Provide a list and a brief description (including the resolution) of each arbitration, litigation, dispute review board and other dispute resolution proceeding occurring during the last five years between the public owner and the Respondent (or any other organization that is under common ownership with the Respondent), or any Prime Team Member, involving an amount in excess of \$500,000 related to performance in projects with a value in excess of \$15 million.

Include a similar list for all projects included in the response to Volume 2, Section A, 1, regardless of whether the dispute occurred during the past five years or involved the same organization that is on the Proposer's team. For each instance, identify an owner's representative with a current phone and e-mail address.

6.2.6.4 *Section D - Conflict of Interests*

Respondent must provide a statement and information regarding

conflicts of interest required pursuant to Section 8.16.

#### 6.2.6.5 *Section E – Insurance*

Respondents are **NOT** required to submit evidence of insurance with the Proposal but must submit evidence of insurability indicating that if chosen as the Selected Respondent, they will provide evidence of insurance in the amounts specified in Exhibit C. If Selected Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, must be in the name of the joint venture or limited liability company.

## 7 Proposal Evaluation and Post-Selection Process

### 7.1 Responsiveness and Pass/Fail Evaluation

Upon receipt, Proposals will be reviewed for the Proposal's conformance to the RFP instructions regarding organization, format and responsiveness to the requirements of the RFP and based on the pass/fail criteria set forth below. Any Proposer that is deemed to have provided an unresponsive Proposal or fails to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible for recommendation for award and may not be scored.

CIT and the City will evaluate each of the following elements of the Proposals based upon the following pass/fail requirements set forth below.

#### **7.1.1 Proposal Letter (Form 2)**

Respondent has provided an original Form 2, duly executed and completed in full by the Respondent.

#### **7.1.2 Payment and Performance Bond**

Respondent has provided a surety letter meeting the submittal requirements as evidence of the Lead Developer's capability of obtaining payment and performance bonds in the required amounts.

#### **7.1.3 Financing Support Letters**

Respondent has provided financing party support letters meeting the submittal requirements set forth below as evidence of existing relationships with creditworthy potential lenders and underwriters experienced in relevant financings.

#### **7.1.4 Mandatory Technical Experience**

Respondent shall include, at a minimum, Members with the following experience in the last 10 years:

- a. A Lead Developer with experience as the lead Developer (prime) for

- not less than one design-build project with capital costs in excess of \$25 million;
- b. A Lead Designer with experience as the lead designer for not less than one design-build project in excess of \$25 million;
- c. Experience designing and constructing relevant projects in size and scope;
- d. Experience with designing and constructing within the City of Chicago; and
- e. Experience with interfacing with other Developers/projects in the local and immediate vicinity of the Project.;

## 7.2 Right to Exclude Proposals from Consideration or to Waive Mistakes

Those Proposals not responsive to the RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration. The CIT and the City may also exclude from consideration any Respondent whose Proposal contains a material misrepresentation.

Additionally, any one or more of the following causes may be considered sufficient for the rejection of a Respondent's Proposal regardless of Respondent's qualifications with respect to the other evaluation criteria set forth in [Section 7.3](#); this list of causes is not exhaustive, and the CIT and the City reserve the right to reject any Proposal in its sole and absolute discretion:

- Evidence of collusion among Respondents.
- Non-responsibility as determined by the City in its sole judgment and discretion
- Default or arrearage on any contract or obligation with the City or other government entity, including debt contract, as surety or otherwise
- Submission of a Proposal that is incomplete, conditional, ambiguous, obscure or containing alterations or irregularities of any kind
- Evidence of improper lobbying efforts toward members of City Council and/or officers or employees of the City
- Failure to comply with the terms and conditions of this RFP

The CIT and the City reserve the right to waive minor informalities, irregularities and apparent clerical mistakes that are unrelated to the substantive content of the Proposals.

## 7.3 Scored Evaluation

Such Proposals that have been deemed responsive and scored a "pass" on all pass/fail criteria will be evaluated and scored according to each of the evaluation criteria described in this [Section 7.3](#). The following table provides a summary of the scored evaluation criteria and the maximum number of points that may be assigned to each evaluation criteria:

Evaluation Criteria	Percent Weighting
1. Technical Qualifications and Capability	30%
2. Statement of Technical Approach	10%
3. Project Finance Qualifications and Capability	25%
4. Conceptual Project Finance Plan	10%
5. Price Proposal	10%
6. Additional Considerations	15%

- **Technical Qualifications and Capability:** CIT will evaluate the Respondent’s experience in successfully managing, designing, and constructing projects of similar scope and complexity, based on experience with the following:

  - The extent and depth of the Respondent’s experience with comparable design-build, design-build-finance and other PPP Projects;
  - The extent and depth of the Respondent’s experience with comparable projects;
  - The extent and depth of experience of the Respondent’s project management team and Key Personnel with comparable projects, project delivery methods, and roles;
  - The demonstrated capability and experience identified in the Respondent’s management structure and Key Personnel regarding environmental mitigation, design, utilities, construction, systems integration and cost estimation;
  - The demonstrated capability and experience identified in the Respondent’s management structure and Key Personnel in establishing and implementing interrelated processes and project controls that manage project risks while at the same time encourage innovation;
  - The extent that the Team Members have worked together on other projects.
  - Interfacing with other contractors/projects in the local and immediate vicinity of the referenced Project;
  - Design excellence during the design process and throughout the construction;
  - Designing and constructing within the City of Chicago;
  - Preparing ready to issue construction documents in the City of Chicago, including experience with City of Chicago permitting and approval processes;
  - Coordinating the construction project with utilities and public sector agencies impacted by the construction activity;
  - Delivering projects on time and within the original budget;
  - Delivering quality projects;
  - Safety record for the past projects.
  
- **Statement of Technical Approach:** CIT will evaluate the Respondent’s technical approach based on the following:



- The extent to which the Statement of Technical Approach demonstrates a full understanding of the Project’s scope and complexity;
  - The extent to which the Statement of Technical Approach demonstrates an understanding of Project risks and potential solutions, regardless of ownership, that may arise during all Project phases, including design, construction, operation and maintenance;
  - The extent to which the Statement of Technical Approach demonstrates how the design-build-finance process and other project innovations can be used to maximize available public funds; and
  - The extent to which the Statement of Technical Approach articulates the Respondent’s approach to PPP contracting and successfully delivering the Project using PPP contracting.
- **Project Finance Qualifications and Capability:** CIT will evaluate the financing capacity and project finance experience of the Respondent to successfully deliver the Project, based on the following:
    - The extent to which the Respondent demonstrates:
      - i. The ability and experience in a significant role to develop and finance PPP Projects;
      - ii. The capability to arrange limited or non-recourse financing covering a substantial portion of the project costs, including an understanding, and ability to assess and mitigate risk; and
      - iii. Relevant experience of key financial individuals that will be responsible for the Project financing;
    - Past achievement financial close on debt financing for the Project (which may include different types of debt);
    - Financial statements, financing party letters of support, surety letter(s) and any other relevant information to assessing the financing capacity of the Respondent;
    - Successfully manage and deliver, through construction completion and into operations, infrastructure projects of the magnitude and complexity of the Project, in each case, as determined in CIT’s sole discretion; and
    - Depth of experience of the Respondent’s financial key personnel.
  - **Conceptual Project Finance Plan:** CIT will evaluate the Respondent’s financial approach based on the following:
    - The extent to which the Respondent demonstrates a reasonable approach to financing the Project, management of risks associated with financing of the Project, as well as an understanding of the challenges, options and strategies associated with the Project.
    - Respondent’s understanding of the key financial issues related to the Project and PPP project financings, generally, and its ability to participate

constructively in the procurement process and to react flexibly as the Project's contractual and financial structure evolve.

- CIT will view more favorably those responses which, in CIT's sole discretion, evidence greater breadth and depth of understanding, provide clear insights for CIT's consideration and the benefit of the Project, evidence the involvement of experienced financial professionals, and discuss how an efficient financing may be achieved under a variety of circumstances and/or through a variety of means.
- **Price Proposal:**
  - The CIT will evaluate the price proposal form (Form 8) submitted by each Respondent.
- **Additional Considerations**
  - The CIT will evaluate the level, relevance and quality of the proposed MBE/WBE utilization plan. In cases where multiple Respondents have demonstrated equivalent capabilities, resources and experience to provide the Services, preference may be given to Respondents who have established a joint venture or other team structure that affords MBE and WBE firms an equity position within the prime-contracting entity, and/or incorporates other capacity-building or innovative-utilization initiatives. The CIT will also consider MBE/WBE participation on Respondent's prior contracts with the City, if applicable. Preference will be given to proposals that include hiring of residents of the city of Chicago.
  - The CIT will evaluate the level, relevance and quality of the proposed Workforce Development Plan.
  - Favorable consideration will be given to Respondents who commit to cooperating with one or more of the local economic development initiatives outlined in Section 6.2.2.6.

#### 7.4 Requests for Clarification

The CIT and the City may, at any time, issue one or more requests for clarification to the individual Respondents, requesting additional information or clarification from a Respondent, or may request a Respondent to verify or certify any aspect of its Proposal. Any requests for clarification shall be in writing to Respondent's designated representative. Respondents shall respond to any such requests within two Business Days (or such other time as is specified by CIT) from receipt of the request. The scope, length and topics to be addressed in clarifications shall be prescribed by and subject to the discretion of the CIT and the City. Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information

## 7.5 Requests for Proposal Revisions

The CIT and the City may, at any time after receipt of Proposals, determine that it is appropriate to request changes to the Proposals (“Proposal Revisions”). The request for Proposal Revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, the term “Proposal,” as used in the RFP, shall mean the original Proposal, as modified by the Proposal Revision. Each Respondent may determine in its discretion whether to deliver the requested Proposal Revisions.

Upon receipt of Proposal Revisions, the CIT and the City will re-evaluate the Proposals as revised and will revise scoring as appropriate following the process described above.

## 7.6 Proposal Evaluation

The CIT anticipates utilizing an EC to review and evaluate the Proposals in accordance with the criteria described in Section 7.3. The EC may include representatives of the CIT, the City, and technical experts. The CIT reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the Proposals, as it deems necessary.

The EC will first assess the Respondent’s compliance with and adherence to all Proposal requirements. As outlined above, any Proposal that is incomplete and missing key components necessary to fully evaluate the submission may, at the discretion of the CIT Executive Director, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

For each Proposal that (i) is deemed Responsive to this RFP, and (ii) achieves a passing score on all pass/fail elements outlined in Section 7.1, the EC will evaluate and score such Proposal in accordance with Section 7.3. Finally, based on the Total Proposal Score awarded to each Proposal, the EC will determine the Proposal rankings, with the most highly rated being the apparent best value.

### 7.6.1 Interviews with RFP Respondents

The CIT reserves the right to conduct interviews with any, or all, RFP Respondents to further understand the Respondent’s Proposal and to meet key members of the Respondent’s team. The CIT may request clarification of a Respondent’s Proposal during the Interview and the CIT may treat these clarifications in the same fashion as clarifications provided in writing in accordance with Section 8.3 of this RFP. The CIT is under no obligation to conduct Interviews with the Respondents. No statement, consent, waiver, acceptance, approval or anything else said or done in any interview by the CIT or the City, or any of their respective representatives, or employees will

have the effect of amending or waiving any provision of the RFP or be binding on the CIT or the City, nor may any of the foregoing be relied upon by any Respondent, or Team Member, except when and only to the extent expressly confirmed in an Addendum to this RFP. Proposal scores may be adjusted in light of the new information received in such interviews.

#### **7.6.2 Determination of Best Value Proposal**

Once the EC has determined a Total Proposal Score for each Proposal, assigned rankings to the Proposals based on the Total Proposal Scores (whether based on the original Proposals or Proposal Revisions) and determined the apparent best value Proposal, the EC will present its recommended rankings to a Selection Committee, composed of senior City officials.

The Selection Committee will review the Proposals and the recommendations and supporting information provided by the EC and may: (i) accept the recommendation, (ii) reject the recommendation and cancel the procurement or (iii) request that the EC reconsider the EC's recommendation. If the Selection Committee accepts the EC's recommendation, the Selection Committee will provide the recommendation to the CIT Executive Director regarding which Proposal provides the apparent best value.

### **7.7 Post-Selection Process**

#### **7.7.1 Design Development Phase**

As outlined in [Section 3.1](#), following the identification of Selected Respondent, such Respondent shall execute the Acknowledgement, and complete the Scope of Work outlined in [Section 3.1](#). Such Respondent's performance during the Design Development Phase will be considered in determining whether to award the Selected Respondent the final DBF Agreement.

If the City determines that it is unable to reach an acceptable design with the Selected Respondent, the City may terminate the Design Development Phase with such Respondent and commence with the next highest-ranked Respondent until such time as the City has awarded the DBF Agreement.

#### **7.7.2 Contract Negotiations**

Concurrent with the Design Development Phase, the CIT and the City will proceed with the Selected Respondent to negotiate and finalize the DBF Agreement.

If the City determines that it is unable to reach an acceptable contract with the Selected Respondent, the City may terminate negotiations with the

Selected Respondent and negotiate with the next highest-ranked Respondent(s) until such time as the City has negotiated a contract meeting its needs.

#### **7.7.3 CIT Board Approval**

As a condition precedent to the final award of this Contract, approval for the transaction must be provided by the CIT Board.

### **7.8 City Council Approval**

As a condition precedent to the execution of any contract related to this RFP, approval for the transaction must be provided by the City Council.

## **8 Additional RFP Terms and Conditions**

### **8.1 Respondent Representative**

Each Respondent shall be represented by a duly appointed and authorized representative (“Respondent Representative” or “Representative”) for the purpose of submitting the Respondent’s Proposal; and later, if invited, to participate in the negotiation process. The Respondent Representative shall have the power and authority to bind all members of the Respondent’s team for the purposes of this RFP.

### **8.2 CIT RFP Primary Contact Person**

The designated Contact Person for the RFP process is:

George Marquiss  
Managing Director  
The Chicago Infrastructure Trust  
35 East Wacker Drive  
Suite 1450  
Chicago, Illinois 60601  
E-mail: [NTRelocate@chicagoinfrastructure.org](mailto:NTRelocate@chicagoinfrastructure.org)

### **8.3 Respondent Request for Clarification**

Any Respondent that has questions as to the meaning of any part of this RFP or the Project, or who believes that the RFP contains any error, inconsistency or omission, must submit its concern, in a written Request for Clarification (“RFC”), via email to the Contact Person at [NTRelocate@chicagoinfrastructure.org](mailto:NTRelocate@chicagoinfrastructure.org).

The RFC must be submitted in a Microsoft Excel Worksheet format substantially in the form of Exhibit E and received no later than June 16, 2017. RFCs submitted to anyone other than the Contact Person, or by any other means other than an e-mailed RFC will not be answered.

For each submitted question/comment, please indicate its priority by classifying it as a Category 1, 2, 3 or 4 question, as defined below.

- “Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Respondent from submitting a Proposal.
- “Category 2” means a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Respondent from submitting a Proposal.
- “Category 3” means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue.
- “Category 4” means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

Any comment that is not assigned a categorization will be treated as “Category 4.”

RFCs may, or may not, be responded to in writing, at the CIT’s and the City’s discretion. The CIT and the City reserve the right to respond to RFCs submitted past the deadlines set in this RFP, if such response is deemed by the CIT and City necessary; however, the CIT and the City strongly discourage Respondents from submitting any RFCs past the RFC Deadline.

Respondents must clearly label any question or comment it deems confidential and/or proprietary as such. At its discretion, the CIT may provide any or all RFCs, without expressly identifying the originator, along with the CIT’s responses, to all Respondents.

The CIT may rephrase questions as it deems appropriate and may consolidate similar questions. The CIT will post any responses on its website <http://www.chicagoinfrastructure.org>. Some questions or comments may be answered by an RFP Addendum, as outlined in Section 8.4.

Responses to RFCs are not part of the RFP, and will not have the effect of amending the RFP. Only responses that end up being incorporated as an Addendum to the RFP will modify or amend the RFP. To reiterate, CIT clarifications or responses to RFCs will have no force or effect whatsoever and shall not be relied upon by any Respondent. Any oral or written response (other than those addressed by Addenda) provided by the CIT or its representatives in connection with the RFP will not be binding on the CIT, nor will it change, modify, amend or waive the requirements of the RFP in any way.

It is the Respondent's obligation to seek clarification from the CIT on any matter it considers to be unclear in accordance with this RFP. The CIT is not responsible in any way whatsoever for any misunderstanding by the Respondent of this RFP,

supporting or background information, responses to RFCs, or any other type of information provided, or communication made, by the CIT.

#### **8.4 Addenda**

If it becomes necessary to revise or expand upon any part of this RFP, clarifications and/or addenda will be posted to the CIT Website. Each clarification or addendum is incorporated as part of the RFP documents, and the Shortlisted Respondents must acknowledge receipt. Failure to acknowledge clarifications and/or addenda when submitting the Proposal will render the Proposal non-responsive. Any harm to the Respondent resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

Respondents that have registered as RFP holders, as detailed in [Section 5.4](#), will receive email notifications of any RFP clarifications and/or addendum posted on the CIT Website. However, respondents are solely responsible for acquiring the necessary information or materials from the CIT Website. Failure to obtain addenda from the CIT Website will not relieve the Respondent from being bound by any additional terms and/or conditions in the addenda.

#### **8.5 Use of Information**

The CIT and its representatives shall not be liable for any information or advice or any errors or omissions that may be contained in this RFP or the Addendum, appendices, data, materials or documents (electronic or otherwise) attached or provided to the Respondents pursuant to this RFP or otherwise with respect to the Project.

The CIT and its representatives make no representations or warranties, and there are no representations, warranties or conditions, either express or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of this RFP or any Addenda, appendices, data, materials, background information or documents related thereto, and the CIT and its representatives will not be responsible for any claim, action, cost, loss, damage or liability whatsoever arising from any Respondent's reliance on or use of this RFP or any other technical or historical addenda, appendices, data, materials, background information or documents provided, delivered or made available by the CIT or its representatives.

Each Respondent is responsible for obtaining its own architectural, engineering, environmental, other technical, or professional advice with respect to the Project, the RFP, and any Addenda, appendices, data, materials or documents provided, delivered or made available or required by the CIT.

#### **8.6 Transparency Website; Trade Secrets**

Consistent with the City's practice of making available all information submitted in response to a public procurement, all Proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the CIT's or City's Internet websites. However, Respondents may designate those portions of a Proposal which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.

To designate portions of a Proposal as confidential, Respondent must:

- Mark the cover page as follows: "This RFP proposal includes trade secrets or other proprietary data."
- Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."
- Provide a USB memory stick with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB memory stick with a redacted copy may result in the posting of an un-redacted copy.
- Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*).

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the CIT and City are subject to the Freedom of Information Act. The CIT and City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

## **8.7 Performance and Payment Bonds**

If a performance and payment bond is required for the DBF Agreement, the Developer must, within seven calendar days of receipt of written notice from the



City, furnish a Performance and Payment Bond. Performance and payment bonds must be in the form specified by the City, a specimen of which is provided in Exhibit G.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount greater than the amount bid. Circular 570 is available at [www.fms.treas.gov/c570](http://www.fms.treas.gov/c570). Co-sureties may be accepted in the sole discretion of the CIT Executive Director, but each co-security must individually meet the requirement.

Reinsurance may not be used to achieve a sufficient underwriting limitation.

### **8.8 No Liability for Costs**

The City and CIT are not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including, but not limited to, costs associated with preparing the Proposal and of participating in any conferences, site visits, oral presentations or negotiations.

### **8.9 Taxes Included in Proposal Prices**

With few exceptions, materials purchased by the City of Chicago are not subject to the Federal Excise Tax. The Illinois Retailers' Occupation Tax, Use Tax, and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the City of Chicago.

Respondents shall include all other applicable federal, state and local taxes, direct or indirect, in their Proposal Prices.

### **8.10 Proposal Prices Must Incorporate All Costs**

Proposal Prices must incorporate any/all peripheral costs including, but not limited to the costs of products/services, delivery/transportation charges, training, materials, labor, insurance, applicable taxes, warranty, overhead and profit, etc. that are required by the Proposal Documents. 2FM will manage the physical moves and furniture, fixture and equipment ("FF&E") specifically noted in Exhibit A, 2FM estimates this cost to be budgeted at \$500,000.

### **8.11 Protests**

The Respondent shall submit any protests or claims regarding this solicitation to the office of the Executive Director of the CIT, located at 35 East Wacker Drive, Suite 1450, Chicago, Illinois 60601. A pre-Proposal protest must be filed no later than the five (5) City working days before the Proposal Due Date, a pre-award protest must

be filed no later than 10 City working days after the Proposal Due Date, and a post-award protest must be filed no later than 10 City working days after the award of the contract.

Protests will be decided by the Commissioner of the City's Department of Transportation (CDOT). All protests or claims must set forth the name and address of the protester, the specification title and/or number, the grounds for the protest or claim, and the course of action that the protesting party desires that the Commissioner of CDOT take.

The Commissioner of CDOT will follow the City of Chicago Department of Procurement Services' Solicitation and Contracting Process Protest Procedures ("Procedures"), available at <https://www.cityofchicago.org/content/dam/city/depts/dol/rulesandregs/SolicitationandContractingProtestProcedures.pdf>. The Commissioner of CDOT shall occupy the role of the CPO in these procedures. Accordingly, all references to the CPO in the Procedures shall be replaced with the Commissioner of CDOT, and all references to the office of the CPO shall be replaced with the office of the Executive Director of CIT, located at the address set forth above.

#### **8.12 Communications Among Respondents**

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Respondent in a fashion that would contravene Applicable Law. Each Respondent shall prepare and submit its Proposal independently and without any connection, knowledge, comparison of information, agreement or arrangement, direct or indirect, with any other Respondent. This applies to Respondents, their Team Members and their respective representatives.

#### **8.13 Prohibition on Certain Contributions – Mayoral Executive Order No. 2011-4**

No Developer or any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Developer's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Developer, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Developer represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Developer's Proposal.

For purposes of this provision:

"Other Contract" means any agreement entered into between the Developer and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"Political fundraising committee" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

#### **8.14 False Statements**

(a) 1-21-010 False Statements

Any Person who knowingly makes a false statement of material fact to the City in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

(b) 1-21-020 Aiding and Abetting.

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

(c) 1-21-030 Enforcement.

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

#### **8.15 Title VI Solicitation Notice**

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all Respondents that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair 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.

#### **8.16 Conflict of Interest**

If any Respondent (or any partner in a joint venture or partnership or any member of the limited liability company if the Respondent is a joint venture, partnership, LLP, or LLC) has assisted the City in the preparation of these RFP documents such that provision of such assistance would give Respondent an unfair advantage or otherwise impair the integrity of the procurement process, or if Respondent has an organizational conflict of interest that might compromise Respondent's ability to

perform the contract, that Respondent may be disqualified from submitting a proposal. If applicable, Respondent must provide a statement and information disclosing its participation with respect to the RFP documents and/or potential organizational conflicts of interest.

### **8.17 Interpretation**

In this RFP, words in the singular include the plural and vice-versa and; words in one gender include all genders, all references to dollar amounts are to the lawful currency of the United States of America, and the words “include”, “includes” or “including” means “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.

Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the RFP mean that requirements, directions of and permission of CIT are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” CIT. Words “necessary,” “proper” or words of like import as used with respect to extent, conduct or character of Services specified shall mean that the Services must be conducted in a manner or be of character which is “necessary” or “proper” in the opinion of the CIT.

Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP provisions. In this RFP, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. All references to any Attachment or Exhibit or Addendum or document shall be deemed to include all supplements and/or amendments to any such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.

Unless explicitly otherwise stated herein, all references in this RFP to the CIT’s “discretion” means the CIT’s unqualified subjective discretion and all references to the CIT’s “judgment” means the CIT’s unqualified subjective judgment.

### **8.18 Respondent Communications**

During the entire Project procurement period, commencing with the issuance of this RFP and up to the final award of contract, there can be no direct communications between Respondents and employees of the City. Respondents must communicate only with the CIT regarding this RFP. All questions or requests for clarification must be submitted in accordance with Section 8.3 of this RFP. A Respondent that deviates

from any of these requirements is subject to immediate disqualification from this RFP process.

### 8.19 State of Illinois Equal Employment Opportunity Clause

City Developers are subject to the requirements of 44 Ill. Admin. Code 750 Appendix A, including the requirement to hire new employees in a way that minorities and women are not underutilized. Appendix A provides as follows:

#### EQUAL EMPLOYMENT OPPORTUNITY

In the event of the Developer's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the Developer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Developer agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Developer's obligations under the Act and this Part. If any

labor organization or representative fails or refuses to cooperate with the Developer in his or her efforts to comply with the Act and this Part, the Developer will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Developer will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Developer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

### **8.20 Economic Disclosure Statement (“EDS”)**

Respondent will need to complete an EDS prior to the Proposal Due Date. At the discretion of the CIT, a Respondent who does not file an EDS prior to the Proposal Due Date, may be found non-responsive and its Proposal rejected. Further information regarding the EDS filing requirements is provided in Exhibit D.

### **8.21 Examination and Interpretation of Documents and Information**

Each Respondent is responsible for ensuring that it has all of the information necessary to respond to this RFP and for independently informing and satisfying itself with respect to the information contained in this RFP, any materials that may be supplied throughout the RFP Process, and any conditions that may in any way affect its Proposal.

### **8.22 Freedom of Information Act (FOIA)**

Respondents are advised that the CIT may be required to disclose the RFP documents and a part or parts of any Part I or Part II Submission pursuant to Applicable Law, rules and regulations. Specifically, notwithstanding anything to the contrary stated in this RFP, disclosure of any information obtained by either party or any of its officials, employees, agents or representatives in connection with this RFP

will be subject to the provisions of the Freedom of Information Act (FOIA) and all legal authorities relating thereto.

Respondents are also advised that the FOIA may provide protection for confidential and proprietary business information. Respondents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Part I and Part II Submissions.

Subject to the provisions of the FOIA, the CIT will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Respondents as confidential but shall not be liable in any way whatsoever to any Respondent or Team Member if such information is disclosed under Applicable Law.

### **8.23 Compliance With Laws**

Respondents shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and executive orders, all as may be in effect from time to time, including Title 2, Chapter 2-156 of the Municipal Code of Chicago, pertaining to or affecting the Respondents. Upon the CIT's request, Respondents shall provide evidence satisfactory to the CIT of such compliance.

The contract(s) awarded will be governed by the laws of the State of Illinois, and is (are) deemed payable and performable in the City of Chicago and Cook County, Illinois. The venue for all disputes thereunder shall be in these jurisdictions.

### **8.24 Property of Submissions**

Proposals will become the property of the CIT and will not be returned to the Respondent.

## **9 Reserved Rights & Disclaimer**

### **9.1 CIT and City Reserved Rights**

The CIT and the City may investigate the qualifications and Proposal of any Respondent under consideration, may require confirmation of information furnished by a Respondent and may require additional evidence of qualifications to perform Developer's obligations under the Contract. The CIT and the City reserve the right, in its discretion, to:

- a) Deliver the Project in any manner that it, in its discretion, deems necessary;
- b) Reject any or all of the Proposals;
- c) Modify any dates set or projected in the RFP and extend any deadlines;
- d) Cancel, modify or withdraw the RFP in whole or in part;



- e) Terminate this procurement and commence a new procurement for part or all of the Project;
- f) Terminate evaluations of Proposals received at any time, in its discretion;
- g) Suspend, discontinue or terminate negotiations of the Contract at any time, elect not to commence negotiations of the Contract with any responding Respondent and engage in negotiations with other than the highest ranked Respondent;
- h) Modify the procurement process (with appropriate notice to Respondents);
- i) Waive or permit corrections to data submitted with any response to the RFP until such time as the CIT and the City declares in writing that a particular stage or phase of its review of the responses to the RFP has been completed and closed;
- j) Permit submittal of addenda and supplements to data previously provided in a Proposal pursuant to a request for clarification issued by the CIT and the City until such time as The CIT and the City declares that a particular stage or phase of its review of the responses to the RFP has been completed and closed;
- k) Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- l) Disclose information contained in a Proposal to the public as described herein;
- m) Waive deficiencies, informalities and irregularities in Proposals; accept, review, evaluate, and score a nonconforming Proposal, or a Proposal that did not pass the pass/fail criteria, or seek clarifications or modifications to a Proposal;
- n) Not issue a notice to proceed after execution of the Contract;
- o) Request or obtain additional information about any Proposal from any source;
- p) Disqualify any Respondent that violates the terms of the RFP;
- q) Issue Addenda, including after the Proposal Due Date, and including changes to conform the RFP to applicable legal requirements; and
- r) Exercise any other right reserved or afforded to the CIT and the City under the RFP and applicable Law

## 9.2 Disclaimer

The RFP does not commit the City to enter into a contract. The CIT and the City assume no obligations, responsibilities or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to the RFP. All such costs shall be borne solely by each Respondent and Respondent team.

In no event shall the CIT and the City be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract, in form and

substance satisfactory to the CIT and the City, have been authorized and executed by the City and, then, only to the extent set forth therein. In submitting a Proposal in response to the RFP, Respondent is specifically acknowledging these disclaimers.

## 10 Definitions

The following capitalized terms used in this RFP solicitation shall be defined as follows:

**1685 N. Throop:** Has the meaning set forth in Section 1.3.

**2FM:** Means the City's Department of Fleet and Facility Management.

**Acknowledgement of Selected Respondent or Acknowledgement:** Means the documentation which must be signed by the Selected Respondent prior to commencement of the Design Development Phase, substantially in the form provided in Exhibit B.

**Addenda/Addendum:** means supplemental additions, deletions, and modifications to the provisions of the RFP after the release date of the RFP.

**Business Day:** Means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

**Calendar Day:** Means all calendar days in accordance with the world-wide accepted calendar.

**CIT:** Means Chicago Infrastructure Trust.

**CIT Board:** Means the board of directors for the CIT.

**City:** Means City of Chicago.

**City Design Contract:** Has the meaning set forth in Section 3.1.2.

**Conceptual Project Finance Plan:** Has the meaning set forth in Section 6.2.4.7.

**Contract or DBF Agreement:** Has the meaning set forth in Section 1.1.

**Cost of Work or Cost of the Work:** Means costs incurred by the Developer in the proper performance of the design and construction of the Project, exclusive of Developer's Fee.

**DBF:** Means design-build-finance.

**Design Development Phase:** Has the meaning set forth in Section 1.3.

**Design Documents:** Has the meaning set forth in Section 3.1.4.

**Developer:** Means the Selected Respondent that has executed the Contract with the City.

**EC:** Means Evaluation Committee(s).

**Fee or Developer's Fee:** Means the fixed percentage mark-up for Developer's overhead and profit, payable to the Developer, above, beyond, and in addition to the actual Cost of the Work.

**FF&E:** Means furniture, fixtures, and equipment.

**Fuel Station:** Has the meaning set forth in Section 1.3.

**General Conditions:** Means general conditions as defined by American Institute of Architects Document A201 – 2007.

**GMP:** Means guaranteed maximum price for the Project, inclusive of the Cost of Work Developer's fee, soft costs, and any other Project cost.

**Lead Contractor:** Means the member of the Proposer team, whether a single entity or joint venture, primarily responsible for the construction of the Project.

**Lead Engineering Firm:** Means the member of the Proposer team, whether a single entity or joint venture, primarily responsible for the design and engineering of the Project

**Main Heavy-Duty Shop:** Has the meaning set forth in Section 1.3.

**Mayor:** Means Mayor of the City of Chicago.

**Minority Business Enterprise or MBE:** Means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois.

**PPP:** Means public-private partnership.

**Prime Team Member:** Means any Team Member meeting one or more of the following criteria: 1) entity itself solely constitutes a Respondent, 2) entity holds any direct equity interest in a Respondent, 3) entity has been designated the Lead Contractor or Lead Designer, or 4) entity is generally described as having responsibility corresponding to 30% or more of the anticipated cost to complete project delivery ("Principal Participation").

**Project:** Means the Relocation of 1685 N. Throop Operations Project as described in this RFP.

**Proposal:** Has the meaning set forth in Section 1.1.

**Proposal Due Date:** Means the submission date and time deadline for the Proposal submission to the CIT, as set forth in Section 1.5.

**Proposal Revision:** Has the meaning set forth in Section 7.5.

**RFC:** Requests for Clarifications as defined in Section 8.3.

**Respondent(s):** Means an entity submitting a Proposal for the Project in response to this RFP.

**RFP:** Means this Request for Proposals, as described in Section 1.1.

**Satellite Shop:** Has the meaning set forth in Section 1.3.

**Scope of Work:** Has the meaning set forth in Sections 3 and 4.

**Selected Respondent:** Means the Respondent whose Proposal was recommended by the Selection Committee to the CIT Executive Director as providing the apparent best value, or in such case that the City was unable to complete the Design Development Phase or to successfully negotiate the DBF Agreement with such Respondent, the next highest-ranked Respondent, and so on.

**Sustainable Chicago:** Means the City's sustainability plan, which can found at the following URL:

<https://www.cityofchicago.org/content/dam/city/progs/env/SustainableChicago2015.pdf>.

**Team Member:** Means any entity within a Proposer.

**Third Party Reimbursable Item, or collectively, Third Party Reimbursables:** has the meaning set forth in Section 3.1.5.

**Women Business Enterprise or WBE:** Means a firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois

**Work:** Means all labor, materials, equipment, deliverables, and other incidentals to be provided by Developer under the Contract that are necessary or convenient to the successful completion of this Project and that are required by, incidental or collateral to the Contract.

**Work Products:** Means the materials that must be submitted to the City during the Design Development Phase as set forth in Section 3.1.