Request for Qualifications (RFQ)
To Design, Build, & Finance
Joint Public Safety Training Academy

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

Issued by:
The Chicago Infrastructure Trust

Issued on:
October 11, 2017

RFQ Responses Due:
No Later Than 4:00 p.m. CST on November 20, 2017

All responses must be addressed and submitted to:
The Chicago Infrastructure Trust
35 E. Wacker Drive, Suite 1450
Chicago, Illinois 60601

Pre-submission Conference and Networking Session will be held on:
October 25, 2017, 10:00 AM at
Garfield Park Conservatory
300 N. Central Park Avenue, Chicago, IL 60624
Joint Public Safety Training Academy

Request for Qualifications (RFQ)

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Exhibit B  Sample Economic Disclosure Statement (“EDS”) and Affidavit
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1 Joint Public Safety Training Academy 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”) and the Department of Fleet and Facility Management (“2FM”), the Chicago Infrastructure Trust (“CIT”) is seeking a qualified Design-Build-Finance entity to provide design and construction services, along with project financing for the Joint Public Safety Training Academy Project (“JPSTA” or “Project”). This Request for Qualifications (“RFQ”) is a solicitation for interested parties (“Respondents”) to submit their Statements of Qualifications (“SOQs”) for the Project.

The City and CIT, through the evaluation process outlined in this RFQ, intend to select and invite one or more Respondents that they consider most qualified (“Shortlisted Respondents”) to respond to a forthcoming CIT JPSTA Request for Proposals (“RFP”). Only Shortlisted Respondents will be eligible to submit proposals in response to the RFP.

Upon conclusion of the RFP process, the City and CIT will evaluate and rank RFP responses based on the criteria set forth in the RFP to select a top-ranked Shortlisted Respondent (“Selected Respondent”), after which the parties will enter negotiations for the execution of the JPSTA design-build-finance agreement (“Project Agreement” or “Contract”). Upon execution of the Project Agreement with the City, the Selected Respondent will become the JPSTA developer (“Developer”), responsible for all necessary design and construction services as well as securing the financing required to deliver the comprehensive Project outlined in this RFQ.

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. The 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 Project Overview

The CIT and the City are seeking a Developer to design, construct, and finance a portion of capital costs, associated with the development of a new campus ideally suited for the training and ongoing education of Chicago’s first responders.

The Project is intended to replace various existing public safety training facilities located throughout the City. The new centralized and consolidated Joint Public
Safety Training Academy will provide state-of-the-art indoor and outdoor training spaces that both improve upon the current Chicago Police Department (“CPD”) and Chicago Fire Department (“CFD”) training capabilities as well as offer more joint-training opportunities. The Project will include the construction of two primary buildings totaling to approximately 600,000 square feet:
  i. a multi-story building, designed primarily for classroom instruction and physical fitness training, and
  ii. a single-story building, designed for active scenario training.

The two primary buildings, along with ancillary unoccupied outdoor training facilities, will be constructed on a 30-acre site located at 4301 W Chicago Ave.

Further details on the proposed Project facilities and anticipated Project program are provided in Exhibit A.

A not-to-exceed $85 million Project budget has been set for the Project. The Project budget includes all costs for delivery of the comprehensive Project campus, including fixtures, equipment, and construction-period financing costs and fees. It is currently anticipated the Developer will be required to finance approximately $60 million of the Project costs.

1.4 Project Goals and Objectives
The Project’s principal goal is to deliver a centralized campus of new facilities ideally suited for providing state-of-the-art training of both the next generation of public safety personnel and the ongoing training and education of current personnel.

The JPSTA should integrate the latest training technology, provide for flexible workspaces and offices, and allow for increased and improved indoor and outdoor scenario-based training. The JPSTA should serve as a national model for exemplary safety personnel training.

Additionally, the Project should achieve the following goals and objectives:
  • Expedited delivery of comprehensive Project, maximizing Design-Build-Finance team efficiencies;
  • Program and construction cost efficiencies; shared common CPD and CFD facilities where feasible, with an opportunity to include other departments in the future;
  • Ensure Project design incorporates energy efficient and sustainable building systems and materials and utilizes construction best practices;
  • Achieve LEED Silver Certification, where applicable, or equivalent certifications for similar use type;
  • Meet or exceed 28% MBE participation and 8% WBE participation goals; and
  • Meet or exceed all Project workforce participation goals.
1.5 **Procurement Schedule**
The CIT anticipates, but is not bound to, conducting the procurement on the following schedule:

<table>
<thead>
<tr>
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<tbody>
<tr>
<td>RFQ Issued</td>
<td>October 11, 2017</td>
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<tr>
<td>Pre-Bid / Networking Conference</td>
<td>October 25, 2017</td>
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<tr>
<td>Request for Clarification Deadline</td>
<td>November 2, 2017</td>
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<tr>
<td>SOQ Due Date</td>
<td>November 20, 2017</td>
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<td>Respondent Interviews (if held)</td>
<td>Week of December 4, 2017</td>
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<td>Shortlist Selection</td>
<td>December 15, 2017</td>
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<td>RFP Issued</td>
<td>December, 2017</td>
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<td>RFP Proposals Due</td>
<td>February, 2018</td>
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<td>Selection of Successful Proposer</td>
<td>March, 2018</td>
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</table>

2 **Background on Existing Training Operations**

2.1 **Existing Training Operations**
The CPD and CFD each utilize several separate main training facilities across the City, as well as various temporary or remote training locations. The Project’s goal is to provide appropriate facilities for all, or a majority of, these training functions at a single location.

The new training academy should accommodate both separate and shared CPD and CFD specific programs, as well as allow for shared uses by other public safety entities (such as OEMC and other municipalities).

Along with conventional classrooms and physical fitness facilities, the training campus should also provide specialized spaces that the City currently lacks or outsources, such as: a modern, fully-compliant indoor shooting range and unoccupied outdoor facilities for staging scenario-based training (e.g., driving track, ladder tower, etc.).

2.1.1 **Existing CPD Training Sites**
- Police Training Academy - 1300 W Jackson (City-Owned)
  - Approximately 180,000 square feet.
  - Features: administrative offices, classrooms, gym, indoor shooting range, simulation room, lockers, and cafeteria
- Near North High School - 1450 N Larrabee Street (Leased site)
  - Approximately 95,000 square feet of CPD training (site shared with two other Departments)
  - Features: classrooms, tactical and scenario-based training, bike maintenance, diving pool (shared with CFD), and hazardous material lab
The Chicago Infrastructure Trust
Joint Public Safety Training Academy – Request for Qualifications

- Police Safe Entry Buildings - 207 – 211 S Throop Street (City-Owned)
  - Approximately 3,600 square feet
  - Features: tactical and scenario based training

Note: the JPSTA program does not currently include the consolidation or replacement of CPD sites for: outdoor shooting range, K9 training, mounted patrol training, and explosive disarming / detonation training.

2.1.2 Existing CFD Training Sites
- Fire Academy South - 1338 S Clinton Street (City-Owned)
  - Approximately 35,600 square feet
  - Features: classrooms, hands on EMS and EMT training (mockup house, bar), and administrative offices
- RJ Quinn Fire Academy - 558 West De Koven Street (City-Owned)
  - Approximately 66,300 square feet
  - Features: a plaque monitoring the 1871 Chicago Fire, cadet training, Ronald McDonald survivor classes (public), library, hazardous material training, and administrative offices
- Fire Prevention Bureau - 444 N. Dearborn Street (City-Owned)
  - Approximately 7,800 square feet
  - Features: administrative offices and training associated with fire suppression systems, fire alarms and emergency egress signage

Note: The new JPSTA program will also accommodate and incorporate the CFD training currently taking place at the following non-City sites: Northeastern Illinois Public Safety Training Academy, Oak Lawn Fire Department, Orland Fire Protection District, Carol Stream Fire District, University of Illinois GAR 162, and Frankfort Fire Protection District.

3 Procurement Structure
This Project procurement will follow all applicable City procurement rules; be fair, open, and transparent; and is intended to attract competition among highly-qualified firms.

3.1 Two-Part Selection Process
The selection of the JPSTA Developer will be through a two-part Project procurement consisting of this RFQ and a subsequent RFP. The SOQ submittal requirements, along with the RFQ evaluation criteria and selection process, are defined herein. The CIT and City intend, but are not bound, to having not more than four Shortlisted Respondents, who will be invited to respond to the RFP. The CIT intends to issue a RFP shortly after Shortlisted Respondents have been selected.

The CIT currently anticipates RFP responses will be required to include:
- JPSTA concept designs,
• High-level itemized Project cost estimates,
• Project execution plans with milestone schedule,
• Committed pricing elements (e.g., Developer’s fee, maximum design fee),
• Exceptions to the draft Project Agreement terms and conditions, and
• Committed financing terms.

Further detail on such submittal requirements will be provided to the Shortlisted Respondents in the RFP.

Pursuant to the terms of the forthcoming RFP, the City and CIT will evaluate and rank the RFP responses and choose the proposal that offers the City the best overall value.

Prior to the execution of the Project Agreement, approval for the transaction must be provided by the City Council.

Upon execution of the Project Agreement, the Developer will immediately begin working collaboratively with the City to fully develop the design documents and finalize the scope of work included in the GMP.

4 Project Contract Structure

The City intends to enter into a Project Agreement with the Selected Respondent that clearly defines the terms and conditions under which the Developer will deliver the comprehensive JPSTA Project, including the design, construction, financing and compensation. An initial draft Project Agreement will be included in the RFP.

The information regarding the Project’s contractual and financial structure in this RFQ reflects the Project terms anticipated by the City and CIT at the time of this RFQ; however, the City and CIT reserve the right to modify these anticipated terms based on their ongoing analysis of the technical and financial issues relating to the Project.

4.1 Design Build Structure

It is currently anticipated that under the Project Agreement, the Developer will work collaboratively with the City through an iterative Project design phase (“Design Development Phase”). During the Design Development Phase, after confirming and refining the Project program, the Developer will be fully responsible for complete (i) schematic design documents, (ii) design development documents, (iii) permitting and bid documents, and (iv) construction documents (collectively, “Design Documents”). Ownership of all Design Documents, and any related work products, developed under the Project Agreement, including all copyrights inherent in them or their preparation, will become the property of the City.

Design services compensation will be based on documented hours worked at previously agreed to hourly rates plus with any documented third-part reimbursable
costs for site investigations. Total design services compensation, including construction administration, cannot exceed the maximum design fee included within the Developer’s RFP response.

The final construction documents, prepared by the Developer and approved by the City, shall be the basis for the final Project GMP, (currently anticipated to be $85 million). The GMP shall be inclusive of all design services, costs of work, fixtures, equipment, Developer’s fee, soft costs, construction-phase financing costs, and any other Project costs.

Throughout the Design Development Phase, the Developer will continually provide updated Project cost estimates and schedules to the City and the parties will collaboratively adjust the program or specifications to ensure the City maximizes the value and utility of the facilities within the Project GMP.

The Project Agreement will establish Project deliverables associated with key Project milestones. Project deliverables will be subject to the approval of the Commissioner before the Developer is granted a notice to proceed with the next phase of its Work under the Project Agreement.

In addition to complying with all applicable standards, laws, regulations, and City ordinances, the Project Agreement will require the Developer to agree to the City’s standard public works provisions, the City’s Multi Project Labor Agreements, applicable prevailing wage and minimum wage rates, Project MBE/WBE Participation requirements, and workforce development goals.

4.2 Financing Structure
As part of the Project Agreement, it is anticipated that the Developer will be responsible for financing approximately $60 million of the Project costs.

The City is currently open to multiple financing approaches, including a credit-tenant-lease structure and a receivables-based design-build-finance structure. As outlined in Section 6.3.4, Respondents are encouraged to provide feedback on the benefits and constraints of potential financing and security structures. Such feedback will be utilized by the CIT and the City in refining the ultimate required financing structure.

Further detail on the financing requirements will be provided to Shortlisted Respondents as part of the forthcoming RFP.
5 Qualifications Submittal Process

5.1 Pre-Submission Instructions

All prospective Respondents are strongly encouraged to register the Respondent’s company as an RFQ document holder by contacting the CIT by email at: 
jpsta@chicagoinfrastructure.org

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

Respondents are responsible for checking the CIT Website (http://www.chicagoinfrastructure.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 SOQ. 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.

5.2 Pre-Submission Conference

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

October 25, 2017, 10:00 AM at
Garfield Park Conservatory
300 N. Central Park Avenue, Chicago, IL 60624

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://bit.do/jpsta

You may RSVP at the same time you register as a document holder; please RSVP by: Monday, October 23rd.

5.3 Submission Instructions

5.3.1 Number of Copies

Submit one (1) original printed SOQ, along with one (1) unbound printed copy, two (2) electronic copies and one (1) redacted electronic copy on separate USB memory sticks.
Printed SOQ submissions should be identical to electronic copies. The noted exception is the financial statements required under Section 6.2.4.5, which shall be provided in electronic format only (as described below).

5.3.2 Submission Address
Respondents must deliver their SOQs by hand or courier or U.S. Mail to:

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

5.3.3 Submission Labeling
All SOQ documents must be enclosed in sealed envelopes or packages, the outside of each must be labeled as follows:

Statement of Qualifications Enclosed
Joint Public Safety Training Academy Project
Request for Qualifications
Due 4:00 p.m. CT, November 20, 2017
Submitted by: ____________________________
(Name of Respondent)
Package ______ of ______

5.3.4 SOQ Submission Deadline Rules
- SOQs must be received by the CIT no later than the SOQ Due Date.
- The determination of whether SOQs were received on time shall be based on the CIT’s official time and date stamped receipt confirmation. The Respondent is solely responsible for ensuring it receives this stamped receipt confirmation.
- All SOQs received after the SOQ Due Date and time will be rejected and will not be eligible for evaluation.
- The CIT’s opening of Respondents’ sealed envelope(s) or package(s) containing a SOQ shall not constitute acceptance by the CIT of Respondent’s SOQ. The CIT reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if they were submitted by the due date and time specified herein, for any purpose.

6 Qualifications Submittal Requirements

6.1 SOQ Preparation Instructions
The intent of the SOQ submittal is to describe the capability of the Respondent to perform all the services required to deliver the comprehensive JPSTA Project, as well as describe the Respondent’s understanding of the Project requirements and its proposed approach to deliver the Project.

The SOQ submittal should be prepared simply and economically, providing clear, concise descriptions of relevant experience and the capabilities to satisfactorily
perform the services outlined in this RFQ and itemized below. Legibility, clarity, and completeness of each portion of the SOQ are essential. Videos and any other non-printable information will not be considered.

The required format for the SOQ submittal is designed to ensure each submission contains the necessary information for a comprehensive evaluation. Respondents are cautioned to strictly comply with all instructions within this RFQ to ensure submission of a complete SOQ. Failure to furnish a complete SOQ or failure to comply with the instructions, including but not limited to the page limitations set forth below, may result in the submittal being unacceptable to the City and the CIT and eliminated from consideration.

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

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

6.2 SOQ Submittal Requirements
SOQ submissions must conform to the following requirements to be considered compliant submissions.

- Submit only one SOQ describing the qualifications for a given team regardless of the number of entities on the team.
- Each SOQ must contain all the information described in Section 6. All forms must be completed in full.
- SOQs 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 SOQs, reports, and all other documents prepared in connection with this RFQ. Expensive papers and bindings are discouraged as materials will not be returned.
- Page limitations defined below mean a single-sided page. CIT will disregard pages that exceed stated page limitation requirements.
- SOQs should be written in English and any monetary amounts expressed in United States of America dollar denominations.
- The Respondent is to limit each component of the SOQ to the maximum number of double sided pages indicated below in Section 6.3.1, where applicable. Blank pages for spacers or separators, provided they are marked “This Page Intentionally Blank” will not count toward the page limit.
- The printed versions of each SOQ should include a table of contents for each Volume that includes page numbers, forms, attachments, and appendices.
• Respondents shall not include standard corporate brochures, awards, licenses, and marketing materials in a SOQ and the CIT and the City shall not evaluate such material.

• The electronic copies of the SOQs 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.

• Each USB memory stick must also contain all financial statements required by this RFQ and in the following format:
  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.

• In the event of any conflict or inconsistency between the SOQ marked “Original” and any copy, the “Original”-marked SOQ shall take precedence.

6.3 SOQ Contents & Organization
6.3.1 SOQ Organization
SOQs must be clearly subdivided into the sections outlined below. Further details regarding SOQ contents are provided below.

• Volume 1: General Information
• Volume 2: Technical Information
• Volume 3: Financial Information
• Volume 4: 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.
### Volume 1 – General Information

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<td>(iii) Ability to Meet Schedules on Past Projects</td>
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<tr>
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<td>Conceptual Project Financial Plan</td>
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</table>

### Volume 4 – Administrative Submittals

<table>
<thead>
<tr>
<th>Section</th>
<th>Submittal</th>
<th>Page Limit</th>
<th>Cross-Ref</th>
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<tr>
<td>Section B</td>
<td>Confidential Contents Index</td>
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<td>6.3.5.2</td>
</tr>
<tr>
<td>Section C</td>
<td>Legal Qualifications</td>
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<td>6.3.5.3</td>
</tr>
<tr>
<td>Section D</td>
<td>Conflicts of Interest</td>
<td>N/A</td>
<td>6.3.5.4</td>
</tr>
</tbody>
</table>

**Electronic Format Only**
6.3.2 Volume 1 – General Information
Volume 1 of the SOQ shall contain the following:

6.3.2.1 Volume 1 -Section A – SOQ Cover Letter (Form 2) – 2 Pages
Each SOQ must include a SOQ cover letter utilizing the template provided in Form 2, completed on Respondent’s company letterhead and executed by an individual with appropriate authority to bind the Respondent to their SOQ commitments.

For Respondents that are (or are expected to be) joint ventures, partnerships, limited liability companies or other associates, the SOQ cover 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 are authorized, correct, and accurately represent the role of the its firm in the Respondent team.

6.3.2.2 Volume 1 -Section B – Executive Summary – 5 Pages
Clear and concise written narrative summarizing the Respondent’s SOQ, including the following:

- Respondent’ statement of interest in being considered for Project Developer
- Respondent’s Team Members and organizational structure.
- A brief statement demonstrating the Respondent’s understanding of the Project’s intent and objectives, the Project’s major components, and the Respondent’s approach to achieving those objectives.

6.3.2.3 Volume 1 -Section C – Respondent Information (Form 3)
Provide an executed original of Form 3 for the Respondent and each Prime Team Member.

6.3.2.4 Volume 1 -Section D - Management Structure – 3 Pages
Written narrative describing the Respondent’s teaming arrangements and its management structure. The narrative should include, at minimum, a discussion of the following:

- How the Respondent will institutionally operate, particularly with regards to Project Development phasing;
- The experience of team members working together on past projects and the results of that experience; and
- How the management structure will facilitate the management of Project risks.

Management structure narrative will be supported by up to three additional organizational charts, on paper up to 11” x 17” in size, showing the following:

- Organization of Respondent’s Prime Team Members;
- Shareholders percentage of each equity member of any joint venture or LLC; and
- Respondent’s team management structure and “chain of command”; each team
6.3.2.5 **Volume 1 -Section E – Preliminary MBE/WBE Participation Plan – 2 Pages**

Respondent’s plan to achieve maximum and meaningful Minority and Woman Owned Business participation.

- Plan should include description of bidding procurement processes that will achieve current Project goals of 28% of the total contract value be performed by MBE firms and 8% by WBE firms.
- Include proposed M/WBE commitments for the design services portion of the JPSTA Project.
- Provide verifiable proof of actual M/WBE participation, versus Respondent’s commitments, on three (3) representative past projects, if available.

Consistent with the CIT’s and City’s practice of encouraging participation of MBEs and WBEs as prime team members, Respondents are encouraged to partner with MBE and/or WBE firms at the prime Developer level. To be eligible for favorable consideration for such partnering, well-defined M/WBE management roles and responsibilities must be described along with the allocation of financial risk commensurate with the financial rewards.

Note: Prior to the commencement of any Project construction activities, a detailed MBE/WBE Compliance plan, including completed Schedule Form Cs and Schedule Form D, found in **Exhibit D**, must be submitted by the Developer and approved by the City.

6.3.2.6 **Volume 1 -Section E – Workforce Development Plan – 5 Pages**

The City urges Respondents to utilize a diverse workforce that is representative of the City’s population and maximizes local resident participation. The Workforce Development Plan should address the workforce goals outlined below and provide an unequivocal commitment to maximize the employment of minorities, women, Chicago residents and project area residents on the Project. The Plan should specify the trades and phases of construction services the participation will likely be realized. In addition, the Workforce Development Plan should describe the Respondent’s subcontracting, hiring, staffing, and any other relevant strategies for achieving the following workforce development goals that will be included in the Project Agreement.

**City Resident Hiring Requirements**

For all construction work, a minimum of 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.
For purposes of these City resident hiring provisions:

“City Residents” means persons domiciled within the City of Chicago.

“Project Area Residents” means persons who reside in the Project Community, to be defined in the RFP.

“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 maintain adequate employee residency records to ensure that actual eligible City Residents are employed on the project.

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.

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.

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.

When work associated with the Contract 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.

**Equal Employment Opportunity**

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 8.18. 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:

<table>
<thead>
<tr>
<th>Type of worker</th>
<th>% of Work Hours Performed by Journeyworkers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Journeyworkers</td>
<td>25%</td>
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<tr>
<td>Women Journeyworkers</td>
<td>7%</td>
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</table>

<table>
<thead>
<tr>
<th>Type of worker</th>
<th>% of Work Hours performed by Apprentices</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Apprentices</td>
<td>25%</td>
</tr>
<tr>
<td>Women Apprentices</td>
<td>7%</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of worker</th>
<th>% of Work Hours Performed by Laborers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority Laborers</td>
<td>40%</td>
</tr>
<tr>
<td>Women Laborers</td>
<td>10%</td>
</tr>
</tbody>
</table>
6.3.3 Volume 2 – Design and Construction Qualifications

Volume 2 of the SOQ shall contain the following:

6.3.3.1 Volume 2 -Section A – Project Experience

(i) Design Experience (Form 4-A) – Lead Engineering/Design Firm – 5 Project Max

Provide a fully completed Form 4-A for a maximum of five projects, in compliance with the requirements set forth in Form 4-A and best meeting the evaluation criteria set forth in Section 7.

Form 4-A provides relevant past project information where the Respondent performed design services. Each project must also be included in Project References Summary; Volume 2, Section A, (iii).

(ii) Construction Experience (Forms 4-B) – Lead Contractor – 5 Project Max

Provide a fully completed Form 4-B for a maximum of five projects in compliance with the requirements set forth in Form 4-B and best meeting the evaluation criteria set forth in Section 7.

Form 4-B provides relevant past project information where the Respondent provided construction services. Each project must also be included in Project References Summary; Volume 2, Section A, (iii).

(iii) Project Descriptions – 1 Page Per

Provide one-page narrative project descriptions for each project listed on Forms 4-A, 4-B, and Form 5. 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 clearly define the role and type of services provided by the Respondent.

6.3.3.2 Volume 2 -Section B - Design Build Key Personnel

(i) Key Personnel Qualifications – 1 Page Per

Provide separate one page resumes for all design/build key personnel, as well as other relevant personnel included in the organizational chart provided in Volume 1, Section D) and whose qualifications and experience will be evaluated as described in Section 7.

Key design/build personnel should, at minimum, include: Project Manager, Project Architect (Lead), Structural Engineer, Civil Engineer, MEP/FP Engineers (designate Lead), LEED Consultant or LEED AP, Construction Project Manager, Construction Site Superintendent, and Quality Control Manager.

Each resume should demonstrate that team members have technical competence and experience in their roles on projects of similar size, scope and complexity.
Include a minimum of three relevant past projects, along with references. For each of the three projects listed on a resume include the following information:

- Project name and location,
- Client’s contact information (name, job title, phone number, e-mail address),
- Dates work was performed,
- Description of the work or services provided and project role,
- Relevant licensing and registration in their applicable discipline

Note: If more than one role was played, identify the dates and duration of each role; Description of the work or services provided should relates to the evaluation criteria defined in Section 7.

(ii) Commitment of Design/Build Key Personnel to Project - 1 Page

An express, written statement committing that the Key Personnel designated in the SOQ for the positions or roles described in Volume 2, Section B, (i) shall be available to serve the role so identified in connection with the Project. While CIT recognizes personnel availability are subject to change, Respondents are urged to only identify and designate personnel that they believe will be available and primarily dedicated to the Project for the full Project delivery duration.

6.3.3.3 Volume 2 -Section C – Past Project References Summary (Form 5) – 1 Page

The SOQ shall contain a completed Form 5 consolidating all required references, including project experience references listed on Forms 4-A and 4-B.

Respondents are requested to verify accuracy of reference contact information. Note: if provided contact information is not current or incorrect, the CIT may elect to exclude the experience represented by that project in determining the Respondent’s qualifications.

6.3.3.4 Volume 2 -Section D – Construction Project Management Qualifications (i) Safety Qualifications – 1 Page

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).
- Annual OSHA RIR for all work performed during the past three (3) calendar years.
- Annual OSHA Lost Workday Case Incident Rates (LWCIR) for all work performed during the past three (3) calendar years.
(ii) **Budget/Cost Controls and Document Controls – 1 Page**
Respondents are requested to provide the following:
- Narrative description of the processes and software used for construction management reporting, document controls, and any other information management systems, 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;

(iii) **Ability to Meet Schedules on Past Projects – 1 Page**
Respondents are requested to provide the following:
- Description of the approach the Respondent will use to develop, maintain, and update Project schedules during Project design and implementation phases.
- Examples of how these techniques were used for any combination of three (3) projects listed in Form 5.

6.3.3.5 **Volume 2 -Section E – Project Delivery Approach – 5 Pages**
Provide detailed and thoughtful narrative description of the Respondent’s approach and execution plan for delivering the comprehensive JPSTA Project if selected. Include Respondent’s:
- Understanding of the Project scope;
- Detailed Design Development plan and milestone schedule;
- Detailed conceptual schedule for Project design and construction;
- Approach to DBF project delivery,
- Identification and understanding of the top Project risks and potential solutions to address the risk during both design and construction phases,
- Experience in applying innovative measures to maximize value on public infrastructure projects.

**Note:** A detailed conceptual design and construction schedule may be submitted as an attachment to the Project Delivery Approach and will not be counted toward the page limit.

6.3.4 **Volume 3 – Financial Information**
Volume 3 of the SOQ shall contain the following:

6.3.4.1 **Volume 3 -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) Respondent’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.

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

i. DBF projects;
ii. Vertical construction and social infrastructure;
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; and
viii. Located in the USA.

6.3.4.2 Volume 3 - Section B – Surety Letter(s)

Respondent shall provide evidence of Respondent’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 SOQ submission of obtaining a performance and payment bond in an amount of at least $90 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 Project 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 RFQ and has evaluated the Lead Developer’s backlog and work-in-progress in determining its bonding capacity.
6.3.4.3 **Volume 3 -Section C – Financing Party Support Letter(s)**

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).

**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 solely from the financial institutions that provided Financing Party Support Letters as part of its SOQ.

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 or credit-tenant-lease 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 RFQ 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.

6.3.4.4 **Volume 3 -Section D – Financial Officer’s Certificate (Form 7)**

SOQs 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 SOQ Due Date.

6.3.4.5 Volume 3 -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.
Volume 3 -Section F – Financial Key Personnel

(i) Financial Key Personnel Qualifications – 1 Page Per

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 1, Section D 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; and

iv. Any relevant licensing and registration.

Financial Key Personnel are listed as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Finance Lead(s)</td>
<td>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 Project Agreement terms, and structuring and implementing a financing plan for the Project.</td>
</tr>
</tbody>
</table>

(ii) Commitment of Financial Key Personnel to Project -1 Page

Written statement committing that the Financial Key Personnel designated in the SOQ for the positions or roles described this Volume 3, Section F, (i) shall be available to serve the role so identified in connection with the Project. While CIT recognizes personnel availability is subject to change, Respondents are urged only to identify and designate personnel that they believe will be available perform their key Project roles for the duration of the Project.
Volume 3 -Section G – Conceptual Project Finance Plan

The Respondent shall provide a narrative description of the Respondent’s anticipated approach(es) to financing the project and any other relevant financial information (the “Conceptual Project Finance Plan”).

The CIT and the City are open to various financing options at this time, including a DBF “receivables” structure and a credit-tenant-lease structure. The CIT and the City do not contemplate any delivery or financing structure that transfers operations and maintenance responsibilities to the Developer. Respondents are encouraged to provide feedback regarding the feasibility, benefits, and constraints of multiple potential financing structures.

The conceptual Project financing discussion is intended to provide the 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 4.2;

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 SOQ that will be submitted in the response to the RFQ, and their general capabilities and experience.

The CIT and the City understand that the ultimate financing structure will depend on the terms of the Project Agreement; therefore, nothing in a Respondent’s Conceptual Project Finance Plan will be binding in any way and will not limit the Respondent, if shortlisted, from exploring and/or proposing a different financing approach.

The Conceptual Project Financing Discussion may be no longer than seven (7) pages.
6.3.5 Volume 4 – Administrative Submittals
Volume 4 of the SOQ shall contain the following:

6.3.5.1 Volume 4 -Section A – RFQ Response Checklist (Form 1)
To facilitate the review and evaluation of SOQs, the Respondent must include a completed RFQ Response Checklist as provided in Form 1.

6.3.5.2 Volume 4 -Section B – Confidential Content Index
A page executed by the Respondent that sets forth the specific items in the SOQ (specifying Volume, section and page numbers within the SOQ at which such items are located) that the Respondent deems confidential, trade secret or proprietary information protected by (as described in Section 8.21).

6.3.5.3 Volume 4 -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 Project 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 number 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, regardless of whether the dispute occurred during the past five years or involved the same organization that is on the Respondent’s team. For each instance, identify an owner’s representative with a current phone and e-mail address.
6.3.5.4 **Volume 4 - Section D - Conflicts of Interests**

Respondent must provide a statement and information regarding conflicts of interest required pursuant to **Section 8.15**.

### 7 SOQ Evaluation and Post-Selection Process

#### 7.1 Responsiveness and Pass/Fail Evaluation

Upon receipt, SOQs will be reviewed for the SOQ’s conformance to the RFQ instructions regarding organization, format and responsiveness to the requirements of the RFQ and based on the pass/fail criteria set forth below. Any Respondent that is deemed to have provided an unresponsive SOQ or fails to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible to be shortlisted and may not be scored.

SOQs will be evaluated on each of the following elements based upon the following pass/fail requirements set forth below.

**7.1.1 SOQ Letter (Form 2)**

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

**7.1.2 Surety Letter**

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 above as evidence of existing relationships with creditworthy potential lenders and underwriters experienced in relevant financings.

**7.2 Right to Exclude SOQs from Consideration or to Waive Mistakes**

Those SOQs not responsive to the RFQ, 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 SOQ contains a material misrepresentation.

Additionally, any one or more of the following causes may be considered sufficient for the rejection of a Respondent’s SOQ 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 SOQ 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 SOQ 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; and
• Failure to comply with the terms and conditions of this RFQ.

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 SOQs.

7.3 Scored Evaluation

Such SOQs that have not been excluded from consideration per the terms of Section 7.1 and Section 7.2 will be 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:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Percent Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Design &amp; Construction Qualifications and Capability</td>
<td>40%</td>
</tr>
<tr>
<td>2. Statement of Project Delivery Approach</td>
<td>10%</td>
</tr>
<tr>
<td>3. Project Finance Qualifications and Capability</td>
<td>25%</td>
</tr>
<tr>
<td>4. Conceptual Project Finance Plan</td>
<td>10%</td>
</tr>
<tr>
<td>5. Additional Considerations</td>
<td>15%</td>
</tr>
</tbody>
</table>

• Design and Construction Qualifications and Capability: The EC 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 local contractors/projects;
– 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; and
– Demonstrated experience of Respondent in utilizing and successfully incorporating MBE/WBE and local hiring participation in its previous projects that were valued in excess of $20 Million.

• **Statement of Project Delivery Approach:** The EC will evaluate the Respondent’s Project delivery approach based on the following:
  – The extent to which the Statement of Project Delivery Approach demonstrates a full understanding of the Project’s scope and complexity;
  – The extent to which the Statement of Project Delivery 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 Project Delivery 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 Project Delivery Approach articulates the Respondent’s approach to PPP contracting and successfully delivering the Project using PPP contracting.

• **Project Finance Qualifications and Capability:** The EC 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:** The EC 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; and
   – The EC will view more favorably those responses which, in the EC’s sole discretion, evidence greater breadth and depth of Project understanding, provide clear insights for the City’s and the CIT’s consideration and the benefit of the Project, evidence the involvement of experienced financial professionals, and discuss how efficient financing may be achieved under a variety of circumstances and/or through a variety of means.

• **Additional Considerations**

   – The EC 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 EC will also consider MBE/WBE participation on Respondent’s prior contracts with the City, if applicable. Preference will be given to SOQs that include hiring of residents of the city of Chicago.
The EC will evaluate the level, relevance and quality of the proposed Workforce Development Plan.

7.4 Requests for Clarification
The CIT and the City may, at any time, issue one or more requests for clarification or additional information to the individual Respondents or may request a Respondent to verify or certify any aspect of its SOQ. 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 SOQs may be re-evaluated to factor in the clarifications and additional information.

7.5 Interviews with RFQ Respondents
The CIT and City reserves the right to conduct interviews with any, or all, Respondents to further understand the Respondent’s SOQ and to meet key members of the Respondent’s team. The CIT and City may request clarification of a Respondent’s Proposal during the Interview and may treat these clarifications in the same fashion as clarifications provided in writing in accordance with Section 7.4 of this RFQ. The CIT and City are 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 RFQ 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 RFQ. SOQ scores may be adjusted in light of the new information received in such interviews.

7.6 SOQ Evaluation & Shortlisting Process
The CIT anticipates utilizing an Evaluation Committee (“EC”) to review and evaluate the SOQs 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 SOQs, as it deems necessary.

After the EC completes its review of SOQ submissions, it may submit to senior City officials (“Selection Committee“): (1) a recommended shortlist of qualified Respondents; or (2) a recommendation to reject any or all SOQ submissions. If the EC submits a short list of Respondents that are deemed qualified, and if the Selection Committee concurs with the recommendations, the Shortlisted Respondents will be invited to respond to a subsequent RFP.
8 Additional RFQ 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 SOQ; 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 RFQ.

8.2 CIT RFQ Primary Contact Person
The designated Contact Person for the RFQ process is:
George Marquisos
Managing Director
The Chicago Infrastructure Trust
35 East Wacker Drive
Suite 1450
Chicago, Illinois 60601
E-mail: jspta@chicagoinfrastructure.org

8.3 Respondent Request for Clarification
Any Respondent that has questions as to the meaning of any part of this RFQ or the Project, or who believes that the RFQ contains any error, inconsistency or omission, must submit its concern, in a written Request for Clarification (“RFC”), via email to the Contact Person at jspta@chicagoinfrastructure.org. RFCs shall be submitted substantially in the format outlined in Exhibit C to this RFQ.

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 RFQ, 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 RFQ Addenda, as outlined in Section 8.4.
Responses to RFCs are not part of the RFQ, and will not have the effect of amending the RFQ. Only responses that end up being incorporated as an Addendum to the RFQ will modify or amend the RFQ.

It is the Respondent's obligation to seek clarification from the CIT on any matter it considers to be unclear in accordance with this RFQ.

8.4 Addenda
If it becomes necessary to revise or expand upon any part of this RFQ, clarifications and/or addenda will be posted to the CIT Website. Each clarification or addendum is incorporated as part of the RFQ documents, and the Shortlisted Respondents must acknowledge receipt. Failure to acknowledge clarifications and/or addenda when submitting the SOQ will render the SOQ 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 RFQ solicitation.

Respondents that have registered as RFQ holders, as detailed in Section 5.1, will receive email notifications of any RFQ clarifications and/or addenda 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 Changes to Respondent Team Members and Organizational Structure
Except as provided in this Section 8.5, the Respondent is not permitted to change its Respondent Prime Team Members after the SOQ Due Date without the CIT and City’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 SOQ 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 and the City may, in their sole discretion, disqualify any such Respondent and/or reject the SOQ of any such Respondent if the CIT and the City, in its sole discretion, considers that the change may have a material adverse impact on the Respondent’s SOQ. If the CIT and the City determine that the Respondent will not be disqualified, the CIT and the City may, in its sole discretion, permit the Respondent to propose a substitution for the applicable Respondent Prime Team Member.
8.6 Respondent Team Members Participating on More Than One Team

8.6.1 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.

8.6.2 Key Individual Team Members
A Key Individual may not be involved in the Submission of more than one Respondent.

8.7 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 RFQ or the Addendum, appendices, data, materials or documents (electronic or otherwise) attached or provided to the Respondents pursuant to this RFQ 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 RFQ 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 RFQ 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 RFQ, and any Addenda, appendices, data, materials or documents provided, delivered or made available or required by the CIT.

8.8 Transparency Website; Trade Secrets
Consistent with the City's practice of making available all information submitted in response to a public procurement, all SOQs, 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 SOQ which contain trade secrets or other proprietary data ("Data") which Respondent desires remain confidential.
To designate portions of a SOQ as confidential, Respondent must:

- Mark the cover page as follows: "This RFQ SOQ 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 SOQ."

- Provide a USB memory stick with a redacted copy of the entire SOQ 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 SOQ as non-responsive.

All SOQs 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.

8.9 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 RFQ process, including, but not limited to, costs associated with preparing the SOQ and of participating in any conferences, site visits, oral presentations or negotiations.

8.10 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-SOQ protest must be filed no later than the five (5) City working days before the SOQ Due Date, a pre-award protest must be filed no later than 10 City working days after the SOQ 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.

8.11 Communications Among Respondents
A Respondent shall not communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own SOQ or the SOQ of the other Respondent in a fashion that would contravene Applicable Law. Each Respondent shall prepare and submit its SOQ 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.

8.12 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 SOQ.

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.
8.13 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)

8.14 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.

8.15 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 RFQ 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 SOQ. If applicable, Respondent must provide a statement and information disclosing its participation with respect to the RFQ documents and/or potential organizational conflicts of interest.
8.16 Interpretation

In this RFQ, 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 RFQ 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 RFQ are for convenience of reference only and do not define, limit, control or affect the meaning of the RFQ provisions. In this RFQ, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFQ refer to this RFQ. All section references, unless otherwise expressly indicated, are to sections of this RFQ. 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 RFQ.

Unless explicitly otherwise stated herein, all references in this RFQ 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.

8.17 Respondent Communications

During the entire Project procurement period, commencing with the issuance of this RFQ 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 RFQ. All questions or requests for clarification must be submitted in accordance with Section 8.3 of this RFQ. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFQ process.
8.18 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.

8.19 Economic Disclosure Statement (“EDS”)  
Respondent will need to complete an EDS prior to the RFP proposal due date. At the discretion of the CIT, a Respondent who does not file an EDS prior to the RFP proposal due date, may be found non-responsive and its proposal rejected. Further information regarding the EDS filing requirements is provided in Exhibit B.

8.20 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 RFQ and for independently informing and satisfying itself with respect to the information contained in this RFQ, any materials that may be supplied throughout the RFQ Process, and any conditions that may in any way affect its SOQ.

8.21 Freedom of Information Act (FOIA)  
Respondents are advised that the CIT may be required to disclose the RFQ 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 RFQ, disclosure of any information obtained by either party or any of its officials, employees, agents or representatives in connection with this RFQ 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.

8.22 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.

8.23 Property of Submissions
SOQs 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 SOQ 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 SOQs;
   c) Modify any dates set or projected in the RFQ and extend any deadlines;
   d) Cancel, modify or withdraw the RFQ 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 SOQs 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 RFQ 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 RFQ has been completed and closed;
j) Permit submittal of addenda and supplements to data previously provided in a SOQ pursuant to a request for clarification issued by the CIT and the City until the CIT and the City declares that a particular stage or phase of its review of the responses to the RFQ has been completed and closed;
k) Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical experts and consultants in SOQ evaluation;
l) Disclose information contained in a SOQ to the public as described herein;
m) Waive deficiencies, informalities and irregularities in SOQs; accept, review, evaluate, and score a nonconforming SOQ, or a SOQ that did not pass the pass/fail criteria, or seek clarifications or modifications to a SOQ;
n) Not issue a notice to proceed after execution of the Contract;
o) Request or obtain additional information about any SOQ from any source;
p) Disqualify any Respondent that violates the terms of the RFQ;
q) Issue Addenda, including after the SOQ Due Date, and including changes to conform the RFQ to applicable legal requirements; and
r) Exercise any other right reserved or afforded to the CIT and the City under the RFQ and applicable Law.

9.2 Disclaimer
The RFQ 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 RFQ. 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 SOQ in response to the RFQ, Respondent is specifically acknowledging these disclaimers.
10 Definitions
The following capitalized terms used in this RFQ solicitation shall be defined as follows:

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

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

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.

Commissioner: Means the Commissioner of 2FM.

Conceptual Project Finance Plan: Has the meaning set forth in Section 6.3.4.7.

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

DBF: Means design-build-finance.

Design Documents: Has the meaning set forth in Section 4.1.

Design Development Phase: Has the meaning set forth in Section 4.1.

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

EC: Means Evaluation Committee(s).

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

Interview: Has the meaning set forth in Section 7.5.

Lead Contractor: Means the member of the Respondent team, whether a single entity or joint venture, primarily responsible for the construction of the Project.
**Lead Developer:** Means the member of the Respondent team, whether a single entity or joint venture, primarily responsible for securing the necessary financing and overseeing the design, construction, and development of the Project.

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

**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 Joint Public Safety Training Academy project as described in this RFQ.

**Selection Committee:** Has the meaning set forth in Section 7.6.

**Shortlisted Respondent:** Has the meaning set forth in Section 1.1.

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

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

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

**RFP:** Means Request for Proposal.

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

**RFQ:** Means this Request for SOQs, as described in Section 1.1.

**Selected Respondent:** Has the meaning set forth in Section 1.1.
**Sustainable Chicago**: Means the City’s sustainability plan, which can be found at the following URL:

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

**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.