

**Request for Proposals (RFP)
To Design and Build
Joint Public Safety Training Academy
Volume I: Instructions to Respondents**



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



Issued by:
The Chicago Infrastructure Trust
Issued on:
May 31, 2018

RFP Responses Due:
No Later Than 1:00 p.m. CT on Friday August 3, 2018

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

Joint Public Safety Training Academy

Request for Proposals (RFP)

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FORMS

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FORM 2	PROPOSAL COVER LETTER TEMPLATE
FORM 3	RFP RESPONDENT TEAM INFORMATION
FORM 4A	DESIGN PROJECT EXPERIENCE
FORM 4B	CONSTRUCTION PROJECT EXPERIENCE
FORM 5	REFERENCES CONTACT INFORMATION
FORM 6	PROPOSAL PRICING COMMITMENTS
FORM 7	MINORITY AND FEMALE EMPLOYEE UTILIZATION COMMITMENTS
FORM 8	ECONOMIC DISCLOSURE STATEMENT

1 Joint Public Safety Training Academy - Introduction

Note: 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 design-build team to design, construct, and possibly provide partial financing for, a new campus ideally suited for the training and ongoing education of Chicago’s first responders. This Request for Proposals (“RFP”), is a continuation of the Chicago Joint Public Safety Training Academy (“JPSTA”) procurement that began with the CIT issuing the JPSTA Request for Qualification (“RFQ”) on October 11, 2017. This JPSTA RFP is exclusively directed to the five entities who submitted Statements of Qualifications (“SOQ”) in response to the RFQ, and, after thorough evaluation of each SOQ, were deemed qualified to deliver the Project and selected as a Shortlisted Respondent, eligible to respond to this RFP with a detailed competitive proposal (individually “Proposal” and collectively “Proposals”) for the design and construction of the JPSTA.

The City and CIT will rank Proposals based on the criteria set forth in this RFP. The top-ranked Respondent (“Selected Respondent”) will advance to the next stage of the procurement, the (“GMP Schematic Design Phase”), as further described in this RFP. Concurrent with, and in addition to, leading and providing the collaborative and iterative design services associated with the GMP Schematic Design Phase, the Selected Respondent will work with the City and CIT to negotiate and finalize the terms of the Project agreement (“DB Agreement” or “Contract”). The successfully completed and approved GMP Schematic Design Phase deliverables will be used to define the scope of work, schedule, and GMP included in the DB Agreement. This procurement is completed once the Selected Respondent executes the DB Agreement with the City and becomes the (“Design-Builder”); responsible for completing the Project’s design and delivering the comprehensive Project.

1.2 Chicago Infrastructure Trust Background Information

The CIT is a registered non-profit corporation, organized, and existing under the laws of the state of Illinois. 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 JPSTA is intended to potentially replace or consolidate 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 is envisioned to include the construction of two primary buildings:

- i. a multi-story academy 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 city owned site located at 4301 W Chicago Ave.

Further details on the anticipated Project program and proposed Project facilities are provided in [Exhibit B](#) and [Exhibit C](#).

The \$85 million Project budget is inclusive of all costs for delivery of the Project campus, including design, permits, construction, and fixtures and equipment. Note: The Project budget excludes: site acquisition costs, moving costs, and furniture costs, which will be provided by the City.

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. It is expected that upon completion the JPSTA will serve as a national model for exemplary public safety personnel training.

The JPSTA should integrate the latest training technologies, provide for flexible spaces and offices, and allow for increased, improved, and adaptable indoor and outdoor scenario-based training. 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: modern, indoor shooting range(s), indoor dive training/water rescue pool, and outdoor facilities for staging scenario-based training (e.g., mock training village, Class A burn tower, emergency vehicle operations course, confined space/trench rescue training area, etc.).

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 Chicago’s Office of Emergency Management and Communications and potentially other municipalities).

Additionally, the Project should achieve the following goals and objectives:

- Expedited Project delivery, maximizing Design-Build team efficiencies;

- Optimize JPSTA program to reduce both construction and operating costs; e.g. shared common CPD and CFD facilities where feasible, multi-use spaces that might be used by local community and/or other City departments;
- Ensure Project design incorporates elements that are responsive to community input regarding the role this facility will play within the local community;
- 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 RFP Documents

The RFP consists of the following volumes and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

Volume I – Instructions to Respondents (including RFP Exhibits and Forms);

Volume II – Design-Build Agreement Template; and

Volume III – JPSTA Design Reference Documents.

Note: The site information reference documents included in Volume III of this RFP are provided to give Respondents an initial understanding of the Project site conditions, they are not intended to be definitive, nor are they expected to be included as part of the final DB Agreement. The CIT and the City make no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy, completeness, pertinence, or any conclusions drawn of the contents of the reference information provided in Volume III. It is anticipated that, as part of the design services provided by the Selected Respondent, additional and updated site investigation information, such as surveys and underground geotechnical investigations, will be obtained by the Selected Respondent. The cost of any such third-party services, considered as reimbursable expenses owed by the City, must be pre-approved by the City prior to work being performed.

1.6 Anticipated Schedule

The CIT and City anticipate, but are not bound to, conducting the procurement on the following schedule:

RFP Issued	May 31, 2018
Request for Clarification Deadline	July 12, 2018
RFP Proposals Due (no later than 1:00 pm CT)	August 3, 2018
Respondent Presentations & Interviews (if needed)	Week of August 27, 2018
Selection of Successful Respondent	September 2018

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.

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 rooms, video studio, weight room, lockers, and lunch room
- Near North High School - 1450 N Larrabee Street, 190,000 square feet (leased site until 4th Qtr. 2018)
 - Approximately 95,000 square feet of CPD specific training (site shared with two other Departments)
 - Features: classrooms, joint CPD & CFD tactical and scenario based training, bike maintenance, diving pool (shared with CFD), and hazardous material lab
- Police Safe Entry Buildings - 207 – 211 S Throop Street (City-Owned)
 - Approximately 3,600 square feet
 - Features: tactical and scenario based training

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

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 (mock training scenarios: apartment, tavern, prison yard, ambulance “box”), public education storage, firehouse blueprints storage, medical examination rooms, ID card services, and administrative offices
- RJ Quinn Fire Academy - 558 West De Koven Street (City-Owned)
 - Approximately 66,300 square feet
 - Features:
 - firefighter candidate training facilities, Class A Burn Tower, CTA rail prop, self-contained breathing apparatus (SCBA) training, driver education simulators, confined space training, high angle rescue training, rapid intervention team training, repelling, hazardous material training, confidence course, and heliport;
 - classrooms: sprinklers, HAZMAT, fire protection systems & alarms, engineering/water management.
 - library/emergency incident command center, video production, photo lab/archives, full kitchen, cafeteria, administrative offices; and
 - small historic public museum, line of duty badges memorial display case.
 - Additionally, memorial/markers commemorating origin of Great Chicago Fire and memorial to fallen CFD firefighters.
- Public Education Unit – 1010 South Clinton Street (City-Owned)
 - Features: Survive Alive public education house and simulator, car seat inspections, smoke detector installation, high-rise life safety, classroom, locker rooms, full kitchen, 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: If possible the new JPSTA program is also intended to accommodate and incorporate 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, State Fire Academy at the University of Illinois, Swift Water Rescue - South Bend Indiana, and Frankfort Fire Protection District.

Note: The CFD training sites listed above do not include firehouses built with classrooms that are used for training on the district level.

3 Procurement & Project Delivery Overview

This Section is intended to summarize and provide clarity on the anticipated evaluation, selection, contracting, and project delivery processes.

3.1 Procurement Phases

The CIT and City will employ a multi-stage selection process for the award of the DB Agreement, as outlined below:

3.1.1 RFQ – Identify Qualified Shortlist

RFQ Respondents whose Statements of Qualifications were evaluated and selected as Shortlisted Respondents are eligible to respond to this RFP.

3.1.2 RFP - Identify the Selected Respondent

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

As outlined in [Section 7.7](#), the CIT and the City will evaluate, score, and rank Proposals to identify the Selected Respondent. **Once a Selected Respondent has been identified, but prior to award of the Contract**, the Selected Respondent will advance to the final procurement stage; GMP Schematic Design Phase.

Selected Respondent will be required to complete the collaborative GMP Schematic Design Phase scope of work, as further outlined below in [Section 3.1.3](#) and [Section 4](#).

3.1.3 GMP Schematic Design Phase

The GMP Schematic Design Phase is considered part of the Project procurement process and will take place prior to Contract execution. Respondent's performance during the GMP Schematic Design Phase will be evaluated in determining whether to award the DB Agreement to the Selected Respondent or to move on to the next highest-ranked Respondent for the same GMP Schematic Design Phase selection process.

It is anticipated that the GMP Schematic Design Phase will result in the definition and validation of the Project scope and budget before seeking City Council approval to enter into the Project Design-Build Agreement.

3.1.4 Design-Build Agreement

The City intends to enter into a DB Agreement with the Selected Respondent that clearly defines the terms and conditions under which the Design-Builder will complete the design and deliver the comprehensive JPSTA Project. A draft Contract template has been provided in [RFP Volume II](#).

Concurrent with the GMP Schematic Design Phase, the CIT and the City intend to enter into contract negotiations with the Selected Respondent to finalize Contract terms, especially pertaining to scope, schedule, and Project GMP, in advance of the City Council approval process.

Chicago City Council approval of the transaction must be obtained prior to the final award of the Contract.

Upon execution of the DB Agreement with the City, the Selected Respondent becomes the Design-Builder responsible for completing the Project's design and delivering the comprehensive Project, and this procurement is completed and closed.

Note: Contract negotiations will only be held at the discretion of the CIT and the City. Further, if the City elects to enter into negotiations, the City will consider only those objections or comments raised by the Selected Respondent in its Proposal (Exhibit A Section 5.7); however, the City is not required to negotiate any of the points included within the Selected Respondent's Proposal.

If the City determines that it is unable to reach an acceptable Contract with the Selected Respondent, the City may terminate negotiations with the Selected Respondent and negotiate with any of the other qualified Respondents until such time as the City has negotiated a contract meeting its needs.

3.2 Project Delivery Structure (Post Contract Execution)

3.2.1 Design Development Phase

Immediately following Contract execution, the Design-Builder shall continue the collaborative and iterative Project design process with City stakeholders ("Design Development Phase"). Throughout the multi-part Design Development Phase, the Design-Builder will continually provide City stakeholders with updated Project cost estimates and schedules, 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 Design Builder is responsible for managing all design development costs, including 3rd-party consultants. Total design development costs are capped to a not-to-exceed maximum percentage of the GMP; as per Pricing Commitments Form 6.

The Design Development Phase will include the following Design-Builder provided components:

Design Development

- Design Development Documents that further develop and detail the drawings and specifications provided by the Selected Respondent, and approved by the City, as part of GMP Schematic Design Phase, along with updated Cost of the Work estimates;
- The Design Development Documents shall:
 - Consist of drawings and other documents including plans, site plans, sections, elevations, typical construction details, renderings, and diagrammatic layouts of building systems;

- Describe the size and character of the Project as to architectural, civil, landscape, structural, mechanical, plumbing, and electrical systems, and such other elements as may be appropriate;
- Include outline specifications that identify major materials and systems and generally establish quality levels;
- Include line item cost estimates of all the various Project components and types of work that will be needed to complete the comprehensive Project.

Final Design/Construction Documents

- The Final Design/Construction Documents shall fully define and describe the final scope of work provided by the Design-Builder within Project GMP (established in the executed DB Agreement).
- The Final Design/Construction Documents shall:
 - Illustrate and describe the complete full development of the approved Design Development Documents;
 - Set forth in detail the quality levels of materials and systems and other requirements for the construction of the Work;
 - Be sufficient for bidding and permitting purposes;
 - Consist of final drawings and specifications, stamped and sealed by Design-Builder licensed architects and engineers;
 - Ultimately include all required revisions resulting from the zoning/permitting process;
 - Ultimately be issued for construction purposes;
 - Include a sworn itemized Schedule of Values that will serve as the final estimate of the Cost of the Work.

The Design-Build Agreement Template, included in Volume II of this RFP, establishes the Project deliverables and key Project milestones that will be subject to City approval before the Design-Builder is granted a notice to proceed with the next phase of its Work under the DB Agreement. City approval of each sub-component of the Design Development Phase will be required prior to Design-Builder’s commencement on the succeeding sub-component.

3.3 Construction Services

3.3.1 Construction Notice to Proceed

The notice to proceed to construction phase activities may be issued to the Design-Builder, within the sole discretion of the City, upon City approval of the following Design-Builder deliverables:

- Complete final Construction Documents, including the final Project GMP Schedule of Values;
- Fully compliant M/WBE Compliance Plan with completed Schedule Cs and Schedule D as per Exhibit F;
- Obtainment of all necessary permits.

3.3.2 Design-Builder Fee

The Design-Builder will be entitled to a Design-Builder Fee, as outlined in Form 6 and further defined in Volume II. The total Design-Builder Fee is calculated by applying the Design-Builder Fee Multiplier, submitted in Form 6, to all eligible direct Project costs.

3.3.3 Open Book Sub-Contracting

The Design-Builder will solicit and endeavor to obtain at least three competitive bids for every portion of the Construction Phase Work not performed by the Design-Builder (“Triple-Bid”). The Design-Builder shall make all subcontractor bid documents and bid analysis available to the City, including detailed bid scopes, schedules of value, and actual bid submissions if requested. In such case that the Design-Builder is unable to Triple-Bid any Work, it shall document its good faith efforts and seek the City’s written approval to retain its recommended subcontractor for such Work.

The Design-Builder may select the subcontractors they feel offer the best overall value, not necessarily lowest bid. In such circumstances, the Design-Builder must provide written explanation to City when lowest bid is not selected; the City has right to veto any particular subcontractor award.

In addition, prior to signing subcontractor agreements, a list of all selected subcontractors will be reviewed by the Chicago Department of Procurement Services (“DPS”) to confirm there are no firms on the proposed subcontractor list that have been previously deemed as ineligible to perform on City funded projects, due to past project infractions or unpaid City debts.

4 GMP Schematic Design Phase

Prior to award of the Contract, the Selected Respondent will be responsible for performing and providing the design services summarized in this Section 4. Selected Respondent’s performance during the GMP Schematic Design Phase will be part of the considerations the City uses in determining whether to award the Selected Respondent the final DB Agreement or to move on to the next highest-ranked Respondent for the same GMP Schematic Design Phase selection process.

Each RFP Respondent acknowledges that no contractual relationship is created by the terms of this RFP, and that a Selected Respondent’s GMP Schematic Design Phase services will be done at risk as part of the Project procurement and Design-Builder selection process.

4.1 GMP Schematic Design Phase - Scope of Work & Deliverables

The Respondent team with the highest rated Proposal will be invited to create and lead a collaborative and iterative preliminary design development process with City Project stakeholders.

This Phase enables City stakeholders to work with the Selected Respondent team in order to evaluate whether it possesses the appropriate skill sets, experience, expertise, capacity, and understanding of the Project goals and objectives, to be the JPSTA Design-Builder.

Through this effort, the Project scope and budget will be defined and validated before seeking City Council approval to enter into the Design-Build agreement.

The GMP Schematic Design Phase scope of work and the list of associated deliverables summarized in this Section 4.1, is to be used as a general guide and is not intended to be an all-inclusive list of all work necessary to successfully complete the GMP Schematic Design Phase.

Additionally, the City may request that a portion of the Project funding be provided through the Design-Builder. To the extent that such financing is ultimately desired the City and Selected Respondent will mutually agree to appropriate DB Agreement contractual terms and conditions pertaining to securing such financing. Although currently not anticipated, the Selected Respondent may be asked, as part of the GMP Schematic Design Phase, to initiate and lead a financing competition prior to Contract execution. In such case that a financing competition is required, the City and Selected Respondent will mutually agree to high-level guidelines for a transparent and competitive process that provides best value for the City.

4.1.1 GMP Schematic Design Services and Deliverables

JPSTA Program - Confirm & Refine

- Review and confirm the Project’s preliminary program, performance specifications, conceptual designs, budget, and schedule;
- Present alternative Project program options, with cost-benefit analysis, enabling the City to make well informed decisions on how best to maximize efficiencies and increase the utility of financially feasible facilities that are collectively obtainable within Project budget;
 - Alternative Project approaches should include feasibility analysis of environmentally responsible design approaches, such as solar panels, as prioritized by the City of Chicago sustainability plan, Sustainable Chicago.

GMP Schematic Design Deliverables

- Prepare, present, and receive City approval of Schematic Design Documents that, at a high-level, define and illustrate the function, scale, and proximity relationships of all Project components;
 - The Schematic Design Documents shall consist of drawings and other documents including a site plan and preliminary building plans, sections, and elevations; and may include some combination of study

models, perspective sketches, or digital renderings. Preliminary selections of major building systems and construction materials shall be noted on the drawings and/or described in writing.

- Prepare, present, and receive City approval of, an itemized total Project cost estimate for delivery of the comprehensive Project described in the approved Schematic Design Documents. This budget estimate will be used as the not-to-exceed GMP included in the DB Agreement;
 - GMP budget estimate to be comprised of line item cost estimates of all the various Project components and types of work that will be needed to complete the comprehensive Project, including all soft costs, fees, and contingency allowances;
 - The GMP shall include: all design services, permits and entitlements, due diligence activities (such as surveying and soil testing), utility connections, costs of Work, fixtures, equipment, Design-Builder's fee, soft costs, and any other Project costs;
 - The GMP excludes: site acquisition costs, furniture costs, and CPD and CFD moving costs, which will be provided by the City.
- Obtain and provide any necessary and additional site investigation information such as updated or expanded surveys and geotechnical assessments (any such site investigation document should include a reliance letter from the entity responsible for providing the relevant services)
- Provide Preliminary Project Design and Construction Schedule

Planned Development Zoning Application Process

- Prepare and provide preliminary Project site design documents, along with updated surveys, needed for the zoning approval process;
- Key Selected Respondent design personnel may be called upon to attend and participate in zoning approval meetings, including meetings with the Department of Buildings, CDOT, Stormwater Management, etc. These meetings will be coordinated by 2FM and be associated with obtaining a new Planned Development zoning designation for the JPSTA site.

4.2 GMP Schematic Design Phase Compensation

The design services required to complete the GMP Schematic Design Phase delineated above in Section 4.1 will be performed by the Selected Respondent pursuant to the terms of this RFP; and compliant with the terms and conditions for professional design services contained in DB Agreement template provided in RFP Volume II.

4.2.1 Acknowledgement of Conditional Compensation

By submitting a Proposal in response to this RFP and more specifically within the mandatory Form 2 Proposal Cover Letter, each RFP Respondent, on behalf of itself and its subcontractors, acknowledges and confirms they agree to performing and providing the GMP Schematic Design Development services, pursuant to the terms of this RFP.

4.2.2 Compensation Conditions

The GMP Schematic Design Phase is part of the selection process for a final agreement with a design-build entity, and therefore the Selected Respondent may be compensated for its Schematic Design Phase services, if at all, only if it successfully meets the conditions stated herein.

Within the Proposal Cover Letter (required as part of a responsive Proposal, (Form 2)) each Respondent acknowledges that, if notified in writing of its selection as the Selected Respondent:

- Selected Respondent will immediately commence, and complete in a timely manner, the full services described in RFP Section 4.1; without an executed contract;
- Selected Respondent will work collaboratively with City stakeholders during this GMP Schematic Design Phase;
- Selected Respondent will document and report monthly, all costs incurred during the GMP Schematic Design Phase;
- Selected Respondent will perform and deliver the design services in accordance with the terms and conditions contained within the RFP, and the DB Agreement template provided in RFP Volume II, without limitation the M/WBE provisions contained therein, as if the DB Agreement were in effect;
- Selected Respondent will provide all the required services with no compensation during the GMP Schematic Design Phase, which is considered a part of the JPSTA Design-Builder selection process;
- City may, at any time, request that Selected Respondent terminate its activities, and if so requested, Selected Respondent will do so, with no liability to the City;
- If Selected Respondent enters into a DB agreement with the City covering Project design and construction, its aggregate MBE/WBE compliance will take into account the participation that it achieved during the GMP Schematic Design Phase;
- Selected Respondent, on behalf of itself and its subcontractors, acknowledges that the City and the CIT have no liability, under any theory whatsoever, including, without limitation, contract, tort, promissory estoppel, and detrimental reliance, with respect to the matters pertaining to the GMP Schematic Design Phase and that City liability will only arise under the conditions as expressly described in this Section 4.2.2. Selected Respondent shall obtain from each subcontractor an acknowledgement of the terms of this acknowledgement;
- Pre-approved and documented costs of third parties for site investigation services, (“Third-Party Reimbursable Item” or, collectively “Third-Party Reimbursables”) without mark-up, will be reimbursable upon DB Agreement execution, which is subject to City Council approval;

- Compensation, if any, for any properly documented and approved GMP Schematic Design Phase services will be based upon fully-loaded hourly rates submitted within RFP Proposal Form 6, without mark-up; and subject to maximum cap of design costs as a percentage of GMP, as per RFP Proposal Form 6, and will be reimbursable upon DB Agreement execution, which is subject to City Council approval;
- Additionally, in such case that the City elects to not enter into a DB Agreement with the Selected Respondent, the City reserves the right to provide compensation to the Selected Respondent for Design Documents and/or for one or more Third-Party Reimbursable Item(s) at the approved and documented cost for such item(s). In this case, compensation for the GMP Schematic Design Development Services is conditioned upon whether, at a minimum, the following occur:
 - The Selected Respondent completes the GMP Schematic Design Documents to the satisfaction of the Commissioner, and the Commissioner decides, in his absolute discretion, to recommend to City Council a payment to the Selected Respondent for the Schematic Design Documents; and
 - The Selected Respondent has fully complied with and completed the work in accordance with the terms of DB Agreement Template provided in RFP Volume II, including, without limitation, the M/WBE provisions contained therein;
 - The City Council, in its absolute discretion, approves the terms of the compensation for the GMP Schematic Design Documents.

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

5 RFP Response - Proposal Submittal Process

5.1 Project Site Visits

All Respondents are welcome to inspect the proposed Project site at located at:
4301 W. Chicago Avenue,
Chicago, IL 60651.

Site inspections will be limited to the following dates:

- Wednesday June 13, 2018
- Wednesday June 20, 2018
- Wednesday July 11, 2018

Site inspections will commence promptly at 10:00 AM CT. Any Respondent interested in walking the site is encouraged to show up on any of the designated dates wearing appropriate attire. Note: The site does not have paved pathways, varies in elevation, and could be muddy.

No allowance will be made for any difficulties that may be encountered in executing the work due to a failure of the Respondent to inspect the site.

5.2 Proposal Submission Instructions

5.2.1 Number of Copies

Submit one (1) original printed Proposal, (in the format described below in [Section 6.1](#)), along with one (1) unbound printed copy, two (2) electronic copies, and one (1) redacted electronic copy on separate USB memory sticks.

The original Proposal must be clearly marked as “ORIGINAL”, and on all documents requiring a signature, must bear the Authorized Respondent’s original signature. Printed RFP Proposal submissions should be identical to electronic copies.

5.2.2 Submission Address

Proposals must be delivered to the following address:

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

5.2.3 Submission Labeling

All Proposal documents must be enclosed in sealed envelopes or packages, the outside of each must be labeled as follows:

Proposal Enclosed
Joint Public Safety Training Academy Project
Request for Proposals
Due 1:00 p.m. CT, August 3, 2018
Submitted by: _____
(Name of Respondent)
Package _____ of _____

5.2.4 Submission Deadline Rules

- Proposals must be received by the CIT no later than 1:00 p.m. CT on the Proposal Due Date.
- Respondents must deliver their Proposals by hand or courier or U.S. Mail to the address set out in Section 5.2.2. The CIT will not accept Proposals sent by facsimile, electronic mail, telex, or other telegraphic means.
- The determination of whether Proposals 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 Proposals received after the Proposal 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 Proposal shall not constitute acceptance by the CIT of Respondent's Proposal. The CIT reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if they were submitted by the due date and time specified herein, for any purpose.

6 Proposal Requirements

Proposals submitted in response to this RFP must provide enough information to evaluate and competitively rank the Respondents based on the RFP evaluation criteria described in Section 7. The various types of information along with the format and organization are summarized in this Section 6 and further described in RFP Exhibit A.

6.1 Proposal Format Requirements

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

- Proposals should be prepared using a font no smaller than 11-point, on 8 ½" X 11" letter size paper, printed double-sided, and bound on the long side.
- The Respondent is to limit each subsection of their Proposal to the maximum number of pages indicated below in Section 6.2.2, where applicable. Page limitations mean a single-sided page. CIT will disregard pages that exceed stated page limitations. Blank pages for spacers or separators, provided they are marked "this page intentionally blank" will not count toward the page limit.

- Electronic copies of the Proposal should be provided on clearly marked USB format memory sticks. The Project name, the Respondent name, and memory stick numbering should appear on each USB format memory stick.
- Electronic copies should be provided in a searchable, text recognized PDF format that is created from software. Scanned images are not acceptable.
- In the event of any conflict or inconsistency between the Proposal marked “Original” and any copy, the “Original” Proposal shall take precedence.

6.2 Proposal Content & Organization

Proposals must contain all the information described in this Section. All forms must be completed in full.

6.2.1 Proposal Organization

Proposals must be clearly subdivided into the sections listed below. The subject matter content of each Proposal section is itemized below in Section 6.2.2 and detailed in Exhibit A. Each separate section and individual subsection should be clearly identified and/or separated by labeled tabs.

- Section 1: General Information
- Section 2: Design and Construction Qualifications
- Section 3: JPSTA Project Approach
- Section 4: Pricing Submittals
- Section 5: Administrative Submittals

6.2.2 Required Content

Each Proposal must include all the submittals outlined in the table below. Further information on each submittal requirements is provided in Exhibit A. Maximum page limits for a particular subsection part means a single-sided page.

Section 1 – General Information			
<i>Subsection</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross-Reference</i>
Part A	Proposal Cover Letter (Form 2)	2 pages	Exhibit A– Section 1.1
Part B	Executive Summary	5 pages	Exhibit A– Section 1.2
Part C	Respondent Team Information (Form 3)	N/A	Exhibit A– Section 1.3
Part D	Management Structure	3 pages	Exhibit A– Section 1.4
Part E	Ability to Meet MBE/WBE Participation Plans	2 pages	Exhibit A– Section 1.5
Part F	Workforce Development Plan	3 pages	Exhibit A– Section 1.6
Section 2 – Design and Construction Qualifications			
<i>Subsection</i>	<i>Submittal</i>	<i>Limit</i>	<i>Cross- Reference</i>
Part A - Project Experience	Similar Use Design Experience (Form 4A)	1 project min.	Exhibit A– Section 2.1.1
	Similar Use Construction Experience (Form 4B)	1 project min.	Exhibit A– Section 2.1.2
	Reference Summary (Form 5)	N/A	Exhibit A– Section 2.1.3

	Project Descriptions	1 page per	Exhibit A– Section 2.1.4
Part B - Key D/B Personnel	Key Personnel Resumes	N/A	Exhibit A– Section 2.2.1
	Commitment of Key D/B Personnel to Project	1 page	Exhibit A– Section 2.2.2
Part C - Construction PM Quals.	Budget/Cost Controls and Document Controls	1 page	Exhibit A– Section 2.3.2
	Ability to Meet Schedules on Past Projects	1 page	Exhibit A– Section 2.3.3
Section 3 – JPSTA Project Approach			
<i>Subsection</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross- Reference</i>
Part A	Overall Project Delivery Approach	5 pages	Exhibit A – Section 3.1
Part B	Collaborative Design Approach	10 pages	Exhibit A – Section 3.2
Part C	Conceptual Design	12 pages	Exhibit A – Section 3.3
Part D	Construction Implementation Plan	5 pages	Exhibit A – Section 3.4
Section 4 – Pricing Submittals			
<i>Subsection</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross- Reference</i>
Pricing Submittal Form 6	Maximum Design Cost Cap	N/A	Exhibit A – Section 4.1
	General Conditions & General Requirements Max	N/A	Exhibit A – Section 4.2
	Design-Builder Fee Multiplier (% Mark-up)	N/A	Exhibit A – Section 4.3
	Design Services Hourly Rate Schedule	N/A	Exhibit A – Section 4.4
	General Conditions Hourly Rates	N/A	Exhibit A – Section 4.5
Section 5 – Administrative Submittals			
<i>Subsection</i>	<i>Submittal</i>	<i>Page Limit</i>	<i>Cross- Reference</i>
Part A	Proposal Check List (Form 1)	N/A	Exhibit A – Section 5.1
Part B	Surety Letter(s)	N/A	Exhibit A – Section 5.2
Part C	Confidential Contents Index	1 page	Exhibit A – Section 5.3
Part D	Legal Stipulations	N/A	Exhibit A – Section 5.4
Part E	Conflicts of Interest	N/A	Exhibit A – Section 5.5
Part F	Insurance	N/A	Exhibit A – Section 5.6
Part G	Exceptions	N/A	Exhibit A – Section 5.7
Part H	EDS - Economic Disclosure Form(s) (Form 8)	N/A	Exhibit A – Section 5.8

7 Proposal Evaluation and Post-Selection Process

7.1 Responsiveness and Pass/Fail Evaluation

Upon receipt, each Proposal will be reviewed for conformance to the RFP instructions regarding organization, format, and required content. Based on the pass/fail criteria set forth below, any Proposal that fails to achieve a passing score on any of the pass/fail portions of the evaluation will be deemed unresponsive and will not be eligible for further evaluation, and eliminated from consideration.

The Responsiveness review pass/fail requirements are as follows:

7.1.1 Proposal Cover Letter (Form 2)

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

7.2 Right to Exclude Proposals from Consideration or to Waive Mistakes

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

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

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

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

7.3 Scored Evaluation

Such Proposals that have been deemed responsive and scored a "pass" on all pass/fail criteria will be evaluated and scored according to each of the evaluation criteria described in this Section 7.3. The following table provides a summary of the scored evaluation criteria categories and the relative weighting applied to the scoring of each:

Evaluation Criteria Categories	Percent Weighting
1. Design and Construction Qualifications	30%
2. JPSTA Project Approach and Conceptual Design	35%
3. Proposal Pricing Commitments	15%
4. Additional Considerations	20%

7.3.1 Design and Construction Qualifications:

As part of the RFQ evaluation, Shortlisted Respondents were deemed qualified to provide the elements necessary to design and construct a project such as JPSTA. As part of the RFP proposal evaluation, the Respondent team's design and construction experience and Key Personnel qualifications will again be evaluated, this time with more focus on the specialized experience and qualifications associated with successfully managing, designing, and constructing projects of similar use, scope, and complexity, based on the following considerations:

- The extent and depth of the Respondent team's experience working together to deliver design-build projects of comparable scale, complexity, and budget;
- The extent and depth of the Respondent's experience with comparable project types.
- The extent and depth of Respondent Key Personnel's qualifications and experience with designing and engineering comparable projects; especially specialized knowledge and experience with public safety training facilities;
- The extent and depth of experience of the Respondent's project management team and Key Personnel regarding construction management in general; and specifically, regarding subcontractor bidding, and cost estimating;
- The extent and depth of Respondent's Key Personnel experience in utility coordination, permitting, and zoning approvals in Chicago;
- Respondent Key Personnel's demonstrated capability and experience in establishing, coordinating and communicating interrelated processes and project controls that both manage project risks and encourage innovation;
- The extent that Team Members have worked together on past projects.
- The extent and depth of the Respondent's Key Personnel's experience with obtaining sustainability certifications in general, and LEED in particular;

7.3.2 JPSTA Project Approach and Conceptual Design:

Proposals will also be evaluated based on the Respondent's proposed approach for delivering the JPSTA Project as well as their initial JPSTA conceptual site design, based on the following:

- The extent to which the Respondent's approach to delivering each stage of the JPSTA process demonstrates a full and thoughtful understanding of the Project's goals, objectives, scope, complexity, and Project specific challenges.
 - Including plans for communication and engagement with the City and Project stakeholders.
- The extent to which the Respondent's approach demonstrates an understanding of inherent challenges and Project risks that may arise during all Project phases, and potential solutions, innovations, and value engineering that could be implemented to minimize these challenges and risks;
- The extent to which the Respondent's approach demonstrates how a collaborative, iterative, and integrated design-build process and other project

innovations can be used to meet the City's needs and maximize available public funds;

- Including integration into the design process of best practices in public safety and the design of specialized components.
- The extent to which the Respondent's conceptual design submittals demonstrate a full and thoughtful understanding of the Project's goals, objectives, scope, complexity, and Project specific challenges.
- The extent to which the conceptual site plan submission evidences a thoughtful process that addresses existing site condition constraints, and how Project design interfaces with, and responds to, the surrounding community.
- Methods for achieving cost effective and innovative design solutions both during the design process and throughout construction;

7.3.3 Pricing Commitments:

The analysis and evaluation the Proposal Pricing Commitments, submitted by each Respondent in Form 6, will be focused on the cumulative soft costs associated with designing and managing the Project; versus how well the resulting residual Project Budget (allocated to hard costs associated with permanently installed materials, improvements, fixtures, and equipment) is maximized.

7.3.4 Additional Considerations

Respondents will be evaluated and scored on the following:

- Relevance and quality of the proposed MBE/WBE utilization plan. Respondents are reminded that MBE or WBE participation may be met by establishing a joint venture with one or more MBEs or WBEs as prime contractor, evaluations will consider the extent of the MBE's or WBE's participation in such joint venture;
- Relevance and quality of the proposed Workforce Development Plan, with consideration proportionate to the credit or consideration any such workforce development initiatives are afforded in ordinances that may be the basis of such initiatives;
- MBE/WBE participation on Respondent's prior contracts with the City, if applicable;
- Respondent's demonstrated past project experience utilizing and successfully incorporating MBE/WBE and local hiring participation in projects valued in excess of \$20 Million;
- Exceptions taken to RFP requirements; (particularly Volume II -DB Agreement Template terms and conditions);
- Legal Stipulations;
- Economic Disclosure Forms.

7.4 Requests for Additional Information

The CIT and the City may, at any time after receipt of Proposals, request from specific Respondents additional information, clarification, verification, or certification, of any

aspect of its Proposal. Any such request shall be in writing to Respondent's designated representative. Respondent shall respond to any such requests within two Business Days (or such other time as is specified by CIT) from receipt of the request. Upon receipt, the Proposal may be re-evaluated to factor in the additional information.

7.5 Requests for Proposal Revisions

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

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

7.6 Interviews with RFP Respondents

The CIT anticipates, and reserves the right to, conducting Respondent interviews. The CIT may invite any, or all, RFP Respondents to participate in such Respondent interviews. After a preliminary review of the Proposals, the Evaluation Committee will determine which, if any, Respondents will be invited to participate in a Respondent interview. The purpose of the interviews will be to further understand the Respondent's Proposal and to meet key members of the Respondent's team. The CIT may request clarification of a Respondent's Proposal during the interview and the CIT may treat these clarifications in the same fashion as clarifications provided in writing in accordance with RFP Section 7.4. Proposal evaluations may be informed and/or adjusted in light of information received as part of the Respondent interview process.

The CIT is under no obligation to conduct Respondent interviews. No statement, consent, waiver, acceptance, approval or anything else said or done in any interview by the CIT or the City, or any of their respective representatives, or employees will have the effect of amending or waiving any provision of the RFP or be binding on the CIT or the City, nor may any of the foregoing be relied upon by any Respondent, or Team Member, except when and only to the extent expressly confirmed in an Addendum to this RFP.

7.7 Proposal Evaluation

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

Each Proposal that is deemed Responsive to this RFP as per Section 7.1 will independently reviewed, evaluated, and scored by each EC member in accordance with Section 7.3. The EC will use the total aggregated scores given to each Proposal as the basis for Proposal rankings, which will inform EC’s determination of which teams should be invited to Respondent interviews and ultimately which team should advance to the next procurement phase.

After the EC completes its evaluation and finalizes its Respondent rankings, it may submit to senior City officials (“Selection Committee”): (1) a recommended Selected Respondent to advance to the GMP Schematic Design Phase; or (2) a recommendation to reject any or all Proposals. The Selection Committee, at their sole discretion, may: (i) accept the EC’s recommendation, (ii) request the EC reconsider the Proposals and its recommendations, or (iii) reject all Proposals. In the event the EC’s recommended Selected Respondent is accepted by the Selection Committee, the Selected Respondent will be notified in writing with an invitation to advance to the GMP Schematic Design Phase of the procurement.

7.8 Post-Selection Process

7.8.1 GMP Schematic Design Phase

As outlined in Section 3.1, following the notification to Selected Respondent, such Respondent shall complete the GMP Schematic Design scope of work outlined in RFP Section 4. Such Respondent’s performance during the GMP Schematic Design Phase will be considered in determining whether to award the Selected Respondent the final DB Agreement.

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

7.8.2 Contract Negotiations

Concurrent with the GMP Schematic Design Phase, the CIT and the City will work with the Selected Respondent to fully negotiate and finalize the DB Agreement terms.

If the City determines that it is unable to reach an acceptable Contract with the Selected Respondent, the City may terminate negotiations with the Selected Respondent and negotiate with the next highest-ranked Respondent(s) until such time as the City has negotiated a Contract meeting its needs.

7.8.3 City Council Approval

The Chicago City Council must approve and authorize the Project transaction prior to the execution of any Project agreement.

8 Additional RFP Terms and Conditions

8.1 Proposal Submission Rules

Respondents are required to conduct the preparation of their Proposals with professional integrity. Respondents must communicate only with the CIT in connection with this procurement. All questions must be submitted in writing as a request for clarification as per Section 8.4 and sent to the CIT RFP Primary Contact Person identified in Section 8.3. No telephone calls will be accepted.

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

8.2 Respondent Representative

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

8.3 CIT RFP Primary Contact Person

The designated Contact Person for the RFP process is:

George Marquisos
Managing Director
The Chicago Infrastructure Trust
35 East Wacker Drive
Suite 1450
Chicago, Illinois 60601
E-mail: JPSTA@chicagoinfrastructure.org

8.4 Respondent Request for Clarification

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

The RFC must be submitted in a Microsoft Excel Worksheet format substantially in the form of Exhibit E and received no later than Request for Clarification Deadline; see Section 1.6. RFCs submitted to anyone other than the Contact Person, or by any other means other than an e-mailed RFC will not be answered.

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

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

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

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

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

The CIT may rephrase questions as it deems appropriate and may consolidate similar questions. The CIT will post any responses on its website. Some questions or comments may be answered by an RFP Addendum, as outlined in [Section 8.5](#).

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

It is the Respondent’s obligation to seek clarification from the CIT on any matter it considers to be unclear in accordance with this RFP. The CIT is not responsible in any way whatsoever for any misunderstanding by the Respondent of this RFP, supporting or background information, responses to RFCs, or any other type of information provided, or communication made, by the CIT.

8.5 Addenda

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

Respondent Representatives that were designated by the Respondent in their SOQ, will receive email notifications of any RFP clarifications and/or addendum posted on the CIT Website. However, respondents are solely responsible for acquiring the necessary information or materials from the CIT Website. Failure to obtain addenda from the CIT Website will not relieve the Respondent from being bound by any additional terms and/or conditions in the addenda.

8.6 Changes to Shortlisted Respondent Team Members and Organizational Structure

Except as provided in this Section 8.6, the Shortlisted Respondent is not permitted to change its Prime Team Members, either before, or after the Proposal Due Date, without the CIT's prior written consent.

If there is any change in Prime Team Members, including a change in control of any Prime Team Member, a material change to any Prime Team Member, or the addition or removal of a Prime Team Member, the Shortlisted Respondent must provide written notice to the CIT within five (5) business days after any such change.

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

8.7 Respondent Team Members Participating on More Than One Team

8.7.1 Prime Team Members

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

8.7.2 MBE and or WBE Team Members

This RFP does not prohibit a MBE or WBE team members of one Proposal from also being a member of another Proposal, provided that it is not: listed as Prime Team Member in any Proposal.

8.7.3 Key Personnel

An individual identified as Key Personnel by any Proposal may not be involved in the submission of more than one Proposal.

8.8 Use of Information

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

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

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

8.9 Transparency Website; Trade Secrets

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

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

- Mark the cover page as follows: "This RFP proposal includes trade secrets or other proprietary data."

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

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

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

8.10 Performance and Payment Bonds

If a performance and payment bond is required for the DB Agreement, the Design-Builder must, within seven calendar days of receipt of written notice from the City, furnish a Performance and Payment Bond. Performance and payment bonds must be in the form specified by the City, a specimen of which is provided in Exhibit G.

MCC Section 2-92-040 requires that the surety be listed as a certified surety in the current edition of U.S. Treasury Department Circular 570 and have an underwriting limitation in that publication in an amount greater than the amount bid. Circular 570 is available at www.fms.treas.gov/c570. Co-sureties may be accepted in the sole discretion of the CIT Executive Director, but each co-security must individually meet the requirement. Reinsurance may not be used to achieve a sufficient underwriting limitation.

8.11 No Liability for Costs

The City and CIT are not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors or other interested parties in connection with the RFP process, including, but not limited to, costs associated with preparing the

Proposal and of participating in any conferences, site visits, oral presentations or negotiations.

8.12 Taxes Included in Proposal Prices

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

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

8.13 Protests

The Respondent shall submit any protests or claims regarding this solicitation to the office of the Executive Director of the CIT, located at 35 East Wacker Drive, Suite 1450, Chicago, Illinois 60601. A pre-Proposal protest must be filed no later than the five (5) City working days before the Proposal Due Date, a pre-award protest must be filed no later than 10 City working days after the Proposal Due Date, and a post-award protest must be filed no later than 10 City working days after the award of the contract.

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

The CDOT Commissioner 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 CDOT Commissioner 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.

8.14 Communications Among Respondents

A Respondent shall not discuss or communicate, directly or indirectly, with any other Respondent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of the other Respondent in a fashion that would contravene Applicable Law. Each Respondent shall prepare and submit its Proposal independently and without any connection, knowledge, comparison of information,

agreement or arrangement, direct or indirect, with any other Respondent. This applies to Respondents, their Team Members, and their respective representatives.

8.15 Prohibition on Certain Contributions – Mayoral Exec. Order No. 2011-4

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Design-Builder'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 (Contractor 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 Design-Builder, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor 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 Contractor or the date the Contractor 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.

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

For purposes of this provision:

"Other Contract" means any agreement entered into between the Contractor 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.

8.16 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)

8.17 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.

8.18 Conflict of Interest

If any Respondent (or any partner in a joint venture or partnership or any member of the limited liability company if the Respondent is a joint venture, partnership, LLP, or LLC) has assisted the City in the preparation of these RFP documents such that provision of such assistance would give Respondent an unfair advantage or otherwise impair the integrity of the procurement process, or if Respondent has an organizational conflict of interest that might compromise Respondent's ability to perform the contract, that Respondent may be disqualified from submitting a proposal. If applicable, Respondent must provide a statement and information disclosing its participation with respect to the RFP documents and/or potential organizational conflicts of interest.

Issues relating to conflicts or potential conflicts of interest will be considered on a case-by-case basis. If a Respondent has concerns regarding its potential conflicts of interest relative to this RFP, the Respondent may send a letter addressed to the CIT RFP Primary Contact Person and the Commissioner, detailing the basis for its concern, and seeking guidance on this issue, based on its circumstances. The City will make every effort to respond in a timely fashion.

8.19 Interpretation

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

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

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

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

8.20 Respondent Communications

During the entire Project procurement period, commencing with the issuance of this RFP and up to the final award of contract, there can be no direct communications between Respondents and employees of the City. Respondents must communicate only with the CIT regarding this RFP. All questions or requests for clarification must be submitted in accordance with Section 8.4 of this RFP. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFP process.

8.21 State of Illinois Equal Employment Opportunity Clause

City Contractors 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 Design-Builder's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the Design-Builder 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 Design-Builder 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 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 Design-Builder's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the Design-Builder in his or her efforts to comply with the Act and this Part, the Design-Builder 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 Design-Builder 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 Design-Builder 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.

8.22 Examination and Interpretation of Documents and Information

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

8.23 Freedom of Information Act (FOIA)

Respondents are advised that the CIT may be required to disclose the RFP documents and Proposals pursuant to Applicable Law, rules and regulations. Specifically, notwithstanding anything to the contrary stated in this RFP, disclosure of any information obtained by either party or any of its officials, employees, agents or representatives in connection with this RFP will be subject to the provisions of the Freedom of Information Act (FOIA) and all legal authorities relating thereto.

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

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

8.24 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.

8.25 Property of Submissions

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

9 Reserved Rights & Disclaimer

9.1 CIT and City Reserved Rights

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

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

- r) Exercise any other right reserved or afforded to the CIT and the City under the RFP and applicable Law

9.2 Disclaimer

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

In no event shall the CIT and the City be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract, in form and substance is satisfactory to the CIT and the City, and has been authorized and executed by the City and, then, only to the extent set forth therein. In submitting a Proposal in response to the RFP, Respondent is specifically acknowledging these disclaimers.

10 Definitions

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

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

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

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

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

CFD: Means Chicago Fire Department.

CIT: Means Chicago Infrastructure Trust.

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

City: Means City of Chicago.

Construction Documents: Has the meaning set forth in Section 3.2.1.

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

Commissioner: Means 2FM Commissioner, i.e. the Commissioner of the Chicago Department of Fleet and Facility Management.

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

CPD: Means Chicago Police Department.

Data: Has meaning set forth in Section 8.9.

DB: Means design-build.

DB Agreement Template: means the draft Project agreement included in RFP Volume II.

Design Development Documents: Has the meaning set forth in Section 3.2.1.

Design Development Phase: Has the meaning set forth in Section 3.2.1.

Design-Builder: Means the Selected Respondent that has executed the Contract with the City.

Design-Builder Fee Multiplier: Means the fixed percentage mark-up, submitted in Form 6, and used to calculate the Design-Builder's Fee, as outlined in Form 6 and further defined in the DB Agreement.

EC: Means Evaluation Committee(s).

Fee or Design-Builder's Fee: Has the meaning set forth in Section 3.3.2; the total compensation for Design-Builder's overhead and profit, payable to the Design-Builder, above, beyond, and in addition to the actual Cost of the Work.

Final Design Documents: Has the meaning set forth in Section 3.2.1.

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

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

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

GMP Schedule of Values: Means a detailed schedule apportioning and itemizing all the

cost, of all the various components, that sum up to the total Project GMP.

GMP Schematic Design Phase: Has the meaning set forth in [Section 3.1.3](#)

Joint Public Safety Training Academy Project or JPSTA Has the meaning set forth in [Section 1.1](#)

Key Personnel: Has the meaning set forth in [Exhibit A, Section 2.2](#).

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 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.

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 or JPSTA: Means the Joint Public Safety Training Project as described in this RFP.

Proposal: Has the meaning set forth in [Section 1.1](#).

Proposal Due Date: Means the submission date and time deadline for the Proposal submission to the CIT, as set forth in [Section 1.6](#).

Proposal Revision: Has the meaning set forth in [Section 7.5](#).

RFC: Requests for Clarifications as defined in [Section 8.4](#).

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

RFP: Means this Request for Proposals, as described in [Section 1.1](#).

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

Schematic Design Documents: Has the meaning set forth in Section 4.1.1.

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

Shortlisted Respondent: Has the meaning set forth in Section 1.1 and within the JPSTA RFQ.

SOQ or Statement of Qualifications: Means submissions received in response to the JPSTA RFQ, as described in Section 1.1.

Sustainable Chicago: Means the City's sustainability plan, which can be found at the following URL:
<https://www.cityofchicago.org/content/dam/city/progs/env/SustainableChicago2015.pdf>.

Team Member: Means any entity within a Respondent.

Third Party Reimbursable Item, or collectively, Third Party Reimbursables: has the meaning set forth in Section 4.2.2.

Triple-Bid: has the meaning set forth in Section 3.3.3.

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 Design-Builder under the Contract that are necessary or convenient to the successful completion of this Project and that are required by, incidental or collateral to the Contract.

Work Products: Means the materials that must be submitted to the City during the Design Development Phase as set forth in Section 3.2.1.

EXHIBIT A: PROPOSAL SUBMITTAL REQUIREMENTS

1 Section 1 – General Information

Section I of the Proposal shall contain the following:

1.1 Part A – Proposal Cover Letter (Form 2)

Each Proposal must include a proposal cover letter utilizing the template provided in Form 2. The Form 2 template must be duplicated and completed on Respondent's company letterhead and executed by an individual with appropriate authority to bind the Respondent to the representations, statements, and commitments made within the RFP response.

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

1.2 Part B – Executive Summary

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

- A brief statement of interest for the Project
- A brief statement that demonstrates 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.

1.3 Part C – RFP Respondent Team Information (Form 3)

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

Note: While changes to the composition or organizational structure of a Shortlisted Respondent team are allowed, any material changes to any Prime Team Members, since submission of the SOQ response to the Project RFQ, must be approved by the CIT as per RFP Section 8.4.

1.4 Part D – Management Structure

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 team 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;
 - How both the design and construction teams will be individually structured as well as how they will be integrated for seamless delivery of project from beginning to end;
 - How the management structure is suited to manage Project risks.

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

- Organization of Respondent's Prime Team Members, (if applicable indicate shareholder's percentage of each equity member of any joint venture or LLC);
- Respondent's team management structure and "chain of command"; each team member identified by their function and their reporting relationship throughout Project execution.

1.5 Part E – Ability to Meet MBE/WBE Participation Plan

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

Note: Though not required as part of the Proposal submission, it will be mandatory for the selected Design-Builder to provide a detailed MBE/WBE Compliance plan, including completed Schedule Cs and D, found in [Exhibit F](#), that must be approved by the City, prior to receiving a Notice to Proceed with construction activities. Failure to achieve a City approved fully defined MBE/ WBE Compliance plan in a timely manner could be grounds for termination of the DB Agreement.

1.6 Part F – Workforce Development Plan

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

and any other relevant strategies and plan to achieving the City's desired workforce development goals.

City Resident Worker Hiring Requirements

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

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

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

For purposes of these City resident hiring provisions:

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

"Project Area Residents" means person domiciled within the following community areas: Austin, West Garfield Park, East Garfield Park, Humboldt Park, Lawndale, North Lawndale, and Belmont/Cragin.

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

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

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

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

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

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

When work associated with each Contract task order is completed, if the CPO has determined that the Design-Builder 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 Design-Builder 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 Design-Builder or subcontractor or employee to prosecution. Any retainage to cover contract performance that may become due to the Design-Builder may be withheld by the City pending the Chief Procurement Officer's determination of whether the Design-Builder must surrender damages as provided in this paragraph.

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

Equal Employment Opportunity

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

City Contractors are subject to the requirements of 44 II. Admin. Code 750 Appendix A, including the requirement to hire new employees in a way that minorities and women are not underutilized, as outlined in RFP Section 8.21.

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:

Type of worker	% of total construction work hours by journeyworkers
Minority journeyworkers	25%
Women journeyworkers	7%

Type of worker	% of total construction work hours by apprentices
Minority apprentices	25%
Women apprentices	7%

Type of worker	% of total construction work hours by laborers
Minority laborers	40%
Women laborers	10%

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

In order to commit to hiring minorities and women to perform a percentage of the aggregated work hours on the Project for the construction work, Respondent may complete Form 7, Minority and Female Employee Utilization Commitments, and submit this form with their Proposal and include a narrative in their Workforce Development Plan regarding the plan to achieve the proposed utilization Goal. By submitting Form 7, Respondent acknowledges that, should the Respondent be awarded a contract, Respondent's failure to meet its specified utilization goals will result in the liquidated damages specified in Form 7.

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

2 Section 2 – Design and Construction Qualifications

Section 2 of the Proposal shall contain the following:

2.1 Part A – Project Experience

As part of the RFQ evaluation, Shortlisted Respondents were deemed qualified to provide the elements necessary to design and construct a project such as JPSTA. As part of the RFP proposal, Respondents are asked to provide their team's design and construction experience and Key Personnel qualifications specifically in regard to the specialized experience and qualifications associated with successfully managing, designing, and constructing projects of similar use, scope, and complexity.

2.1.1 Design Experience (Form 4A) - Lead Engineering/Design Firm – 2 Project Min

Provide relevant past project information where the Respondent performed design services on past project(s) of similar use by fully completing Form 4A for a minimum of two projects: one demonstrating experience engineering/designing an equivalent fire training project and one demonstrating experience engineering/designing an equivalent police training project. Submitted information must comply with the requirements set forth in Form 4A, and best meeting the evaluation criteria set forth in RFP Section 7.

Each project listed on Form 4A must also be included in Project References Summary Form 5 (See Exhibit A, Section 2.1.3).

2.1.2 Construction Experience (Forms 4-B) – Lead Contractor – 2 Project Min

Provide relevant past project information where the Respondent performed construction services on past project(s) of similar use by fully completing Form 4B for a minimum of two projects: one demonstrating experience constructing an equivalent fire training project and one demonstrating experience constructing an equivalent

police training project. Submitted information must comply with the requirements set forth in Form 4B, and best meeting the evaluation criteria set forth in RFP Section 7.

Each project listed on Form 4B must also be included in Project References Summary Form 5 (See Exhibit A, Section 2.1.3)

2.1.3 Project References – Contact Information (Form 5)

Provide reference check contact information for people capable of verifying project experience listed on Forms 4A and 4B by completing Form 5.

Respondents are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, CIT may elect to exclude the experience represented by that project in determining the Respondent's qualifications.

Note: Respondents may include additional relevant project references on Form 5 for entities identified in the Proposal for which project experience has not been provided.

2.1.4 Project Descriptions – 1 Page Per Project

Provide one-page narrative project descriptions for each project listed on Forms 4A, 4B, 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 RFP Section 7. The project descriptions should clearly define the role and type of services provided by the Respondent.

2.2 Part B – Key Design-Build Personnel

2.2.1 Key Personnel Qualifications –

Respondents are asked to provide evidence that the Respondent's Key Personnel, expected to be part of the JPSTA Project, possess the necessary experience and professional credentials/training, specifically regarding the specialized experience and qualifications associated with successfully managing, designing, and constructing projects of similar use, scope, and complexity. Provide separate resumes for all Key Personnel, as well as other relevant personnel included in the organizational chart provided in Exhibit A, Section 1.4 and whose qualifications and experience will be evaluated as described in RFP Section 7.

Key Design-Build personnel should, at minimum, include:

- Project Manager (Overall)
- Project Design Principal
- Fire Training Subject Matter Expert (Design)
- Police Training Subject Matter Expert (Design)
- Lead Cost Estimator
- Structural Engineer

- Civil Engineer
- MEP/FP Engineers (designate Lead)
- LEED Consultant or LEED AP
- Permit expediter, Utility Coordinator
- Construction Project Manager
- Construction Site Superintendent
- Quality Control Manager

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

- Project name, location, and size;
- 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;

Note: If more than one role was played, identify the dates and duration of each role. Description of the work or services provided should relate to the evaluation criteria defined in [RFP Section 7](#).

2.2.2 Commitment of Design/Build Key Personnel to Project - 1 Page

An express, written statement committing that the Key Personnel designated in the Proposal for the positions or roles described in [Exhibit A, Section 2.2.1](#) 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.

2.3 Part C – Construction Project Management Qualifications

2.3.1 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 projects listed in [Form 5](#)

2.3.2 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 projects listed in [Form 5](#)

3 Section 3 - JPSTA Project Approach

3.1 Part A – Overall Project Delivery Approach – 5 Page Maximum

Provide a written narrative describing the Respondent’s anticipated approach to delivering each stage of the JPSTA Project. This statement shall include the Respondent’s:

- Understanding of the Project scope;
- Detailed conceptual schedule for each of the following Project phases:
 - The GMP Schematic Design Phase;
 - Design Development Phase and
 - Construction Phase.

Note: schedules should align with the scopes of work, deliverables, and Project delivery structure outlined in RFP Section 3 and RFP Section 4, as well as the anticipated Project schedule outlined in RFP Section 1.6.

- Design-Build approach; including competitive subcontractor bidding process, open-book accounting, GMP scope validations, and contingency process.
- Project risk mitigation; identify and propose strategies for reducing or eliminating certain JPSTA Project risks during the following phases:
 - Schematic Design Phase;
 - Design Development / Bidding / Permitting phase;
 - Construction phase.
- Experience in applying innovative measures to maximize value from public funds.

3.2 Part B – JPSTA Collaborative Design Approach – 10 Page Maximum

The Collaborative Design Approach submittal submitted as Part B of Proposal Section 3 should be a thoughtful and detailed written description of the process the Respondent plans on using, if selected, to achieve all the Project’s design objectives. As summarized in RFP Section 4.1 the Respondent team with the highest rated Proposal will be invited to create and lead a collaborative and iterative preliminary design development process with City Project stakeholders.

The GMP Schematic Design Phase affords City stakeholders an opportunity to participate in preliminary design work with the Selected Respondent team and collaboratively define and validate the Project scope and budget needed to request City Council approval to enter into the Design-Build agreement.

The JPSTA Design Approach submittal should cover the entire Project design process, not just the GMP Schematic Design Phase, be no longer than 10 single-sided pages and, at a minimum, address the following:

- A collaborative, iterative, and integrated Design process that quickly and effectively defines the optimal mix of training facilities and features that affordably meets the City’s needs and can be comprehensively delivered within the Project budget;

- A description of the design management and the communication strategy between the City and the Design-Builder during the entire design process;
- Plan for clearly defining, documenting, and communicating the Project goals and objectives;
- Plan for engaging Project stakeholders while managing and incorporating their input;
- Key Design Personnel, as listed in Exhibit A, Section 2.2.1, and any commitments to locate such individuals in Chicago for the duration of the Project’s design phase;
- Process for managing quality assurance and quality control during the design process; including capacity comparisons between original program areas and building interior designs;
- Integration of design and construction processes, including how value-engineering and constructability issues will be addressed;
- Project cost modeling process that yields accurate cost estimate submittals; include how the cost estimation process will be open and transparent to the City, how potential cost consequences of various design options will be tracked and reported to City stakeholders during the iterative design process, and how the Project budget will be updated and managed to remain below the GMP.
- Guaranteed Maximum Price considerations such as:
 - a) The optimum time(s) to establish the GMP, and the inherent challenges of balancing risk and maximizing value and scope;
 - b) How the GMP will be calculated;
 - c) The treatment of Project unknowns through the use of contingencies, allowances, and escalation factors;
 - d) Market validation of cost estimating process; assuring taxpayers are getting fair competitive value;
 - e) Input from specialty vendors/contractors;
 - f) The differentiating resources of the proposed Design-Build Team that will meet the challenges of establishing the GMP;
 - g) How any additional design and construction costs would be calculated after GMP is established and Notice to Proceed is granted
- Design tools and software (e.g. parametric 3D modeling, Building Information Modeling, etc.) and how tools will assist in achieving the Project design goals;
- Managing the permitting process, including Planned Development zoning.
- Specialized Design Considerations: proposed approach to developing the design of the specialized public safety training components, including the utilization and integration of Respondent’s in-house expertise, City experts, and specialty consultants. Examples of specialized training elements are:
 - Outdoor Mock Training Village
 - Burn Tower
 - Trench and confined space rescue area
 - Fire investigation burn pods
 - Water Rescue Dive Pool

- Indoor Shooting Ranges
- Gun cleaning lab
- Weapons and ammo rooms
- Mock jail
- Interrogation Room
- Forensics Lab
- Defense and Arrest Tactics Training rooms
- Emergency Vehicle Operations Course (EVOC)
- Public transportation scenario training simulations

3.3 Part C – JPSTA Conceptual Design Submittal

The JPSTA Conceptual Design Submittals required for Part C of Proposal Section 3 should be a combination of written narrative and conceptual design drawing(s). The submittals should provide evidence of Respondent’s understanding of the Project goals and objectives and serve as a Project specific example of Respondent design team’s initial work flow and thought processes involved in the reviewing of the JPSTA Preliminary Program, JPSTA Proposed Site Plan, and JPSTA Proposed Renderings (“JPSTA Planning Design”) provided within RFP Volume III.

3.3.1 Preliminary Programming Critique – 2 Pages

Provide a written narrative of not more than 2-pages that summarizes the Respondent’s initial review of the JPSTA Planning Design and includes the following topics:

- Design challenges inherent to the JPSTA Project and how the Respondent will address those challenges, based on your understanding of the City’s objectives, constraints, and existing Program and Technical Specifications information.
- Initial value engineering recommendations:
 - Identify any potential efficiencies and/or other considerations that may help maximize scope to budget, based on initial review of the JPSTA Planning Design (RFP Volume III) and Performance Specifications RFP Exhibit B.
 - Identify any potential alternative design and programming concepts that may materially differ from the RFP documents, but may assist City in achieving greater utility from Project budget.

3.3.2 Respondent Conceptual Site Plan & Site Design Narrative – 10 pages (not including design drawings)

- Based on your understanding of: Project goals and objectives, JPSTA Planning Designs, Project program information and performance specifications (provided in RFP Exhibit B & C), and existing site conditions provide a preliminary conceptual Project site plan. The conceptual site plan submission should include both drawing(s) and written narratives that clearly depict and describe the Respondent’s proposed site configuration and the reasoning behind various site

design decisions. Include in your reasoning, narrative that demonstrates how the site would connect with the surrounding community. The Respondent Conceptual Site Plan and Site Design Narrative should include the following information:

- Building outlines and adjacencies
- Site entrance(s), roads, and driveways
- Parking and walkway locations
- Loading dock(s) and waste/recycling collection locations
- Landscaping concept
- Preliminary outdoor lighting plan
- Site utility concepts – fire hydrants etc.
- Preliminary assumptions regarding site grading and soil retention removal
- Preliminary assumptions regarding stormwater detention
- Life safety egress plans with identification of security and access control points
- Sustainability Features
- Existing conditions

3.4 Part D – JPSTA Construction Implementation Plan – 5 pages

Provide a narrative statement of the Respondent’s anticipated Construction Implementation Plan. This statement shall include the Respondent’s:

- Overall approach to scheduling and construction sequencing for the Project;
- Description of Respondent’s approach to obtaining regulatory and stakeholder approvals during the permitting process;
- Approach to maintaining budget and schedule during the construction phase;
- Plan for coordinating construction management personnel with members of the design team, utility connection engineers, and any other critical third parties before and during implementation.

A thorough, competitive and fair subcontracting process is a critical Project success factor, that ensures both value and diversity. For those subcontractors and subconsultants not proposed as part of the Design-Build Team:

- Describe the Respondent’s overall approach to subcontractor and subconsultant procurement for the Project, including the use of job fairs.
- Identify the challenges in the selection of subcontractors and subconsultants for the Project and how the Respondent will address those challenges.
- If applicable, describe in detail the Respondent’s approach to early subcontractor involvement, including proposed design-build and design-assist subcontractors, and identify which scopes of Work are candidates for design-build or design-assist subcontracts.

4 Section 4 – Pricing Submittals (Form 6)

Section 4 of the Proposal shall contain a completed Form 6, Proposal Pricing Commitments; containing the following pricing information:

4.1 Maximum Design Cost Cap

In Form 6 Part A each Respondent must provide their bid for the maximum total cost of the complete Project design, expressed as a percentage of the Project's total GMP. The capped total design cost or "Maximum Design Cost" shall specifically mean the total cost for all Project Design Services and Deliverables as outlined in RFP Volume II Section 8.01, including all 3rd party reimbursable site investigation costs and all construction administration services provided by design/engineering professionals.

4.2 Maximum General Conditions and General Requirements Cost Cap

In Form 6 Part B each Respondent must provide their bid for the maximum combined total cost of the Project's General Conditions and General Requirements, expressed as a percentage of the Project's total GMP. The capped "Maximum General Conditions and General Requirements Cost" shall specifically mean the maximum combined total cost of all construction project management services and temporary jobsite equipment and services as described in the General Conditions and General Requirements sections of the DB Agreement Template Provided in RFP Volume II – Section 8.01.

4.3 Design-Builder Fee Multiplier

In Form 6 Part C each Respondent must provide their bid for the percentage multiplier that will be applied to eligible Project costs that will determine the Design-Builder fee. The Design-Builder fee will be payable directly to the Design-Builder, and be above and beyond and in addition to the actual Cost of the Work. The "Design-Builder Fee Multiplier" shall specifically mean the fixed percentage mark-up applied to all eligible and documented Costs of Work to determine the total compensation for the Design-Builder's overhead and profit. The Project costs that are eligible for Developer Fee Multiplier mark-up are defined in RFP Volume II – Sections 8.02.

The Design-Builder Fee Multiplier established in Form 6 shall not be subject to change or revision, unless such change favors the City. The total Project GMP includes the Design-Builder fee.

4.4 Design Services Hourly Rates

In Form 6 Part D each Respondent must provide a completed hourly rate schedule for every position expected to participate in the JPSTA design development; from schematic design, through design development, and complete construction documents. In addition to architecture and engineering professionals, this list should include support personnel such as schedulers, cost estimators, CAD operators, specification writers, etc. All design services labor rates provided in the schedule should be fully-loaded, i.e., inclusive of base hourly rate with benefits and overhead. The schedule does not need to include hourly rates for Third-Party site investigation services.

Note: all direct and/or indirect design services costs, including Third-Party Reimbursables, will not be eligible for the Design-Builder Fee Multiplier mark-up. If and when reimbursement is made for such design services it will be for the actual documented costs with no mark-up as described in RFP Section 4.2.

4.5 General Conditions Hourly Rates

In Form 6 Part E each Respondent must provide a completed hourly rate schedule for every position expected to participate in managing the JPSTA construction phase; including bidding, project management, site supervision, LEED commissioning, etc. All construction management labor rates provided in the schedule should only include base hourly rates with benefits. The schedule does not need to include hourly rates for Third-Party General Requirement costs.

Note: all direct and/or indirect construction costs including general conditions and general requirement costs will be eligible for the Design-Builder Fee Multiplier mark-up as described above in RFP Exhibit A, Section 4.3.

5 Section 5 – Administrative Submittals

Section 5 of the Proposal shall contain the following:

5.1 Part A – Proposal Checklist (Form 1)

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

5.2 Part B – Surety Letter

Respondent shall provide evidence of Lead Design-Builder’s bonding 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 Design-Builder is capable at the time of the Proposal submission of obtaining a performance and payment bond in an amount of at least \$70 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 DB 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 Design-Builder. 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. The letter must specifically state that the surety has read this RFP and has evaluated the Lead Design-Builder’s backlog and work-in-progress in determining its bonding capacity.

5.3 Part C – Confidential Content Index

A page executed by the Respondent that sets forth the specific items in the Proposal (specifying Section, Part and page numbers within the Proposal at which such items are located) that the Respondent deems confidential, trade secret or proprietary information protected by the Illinois Freedom of Information Act (as described in RFP Section 8.23).

5.4 Part D – Legal Stipulations

Submit the following information regarding legal issues/actions that could potentially impact the Respondent and its team members ability to perform or meet Project obligations:

5.4.1 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 DB Agreement.

5.4.2 Legal Liabilities

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

5.4.3 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 Exhibit A, Section 2.1, 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.

5.5 Part E - Conflict of Interests

Respondent must provide a statement and information regarding conflicts of interest required pursuant to RFP Section 8.18.

5.6 Part F – Insurance

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

5.7 Part G – Exceptions To RFP

In the case that a Respondent takes exception to any requirements of this RFP, including its exhibits, forms, and Volumes II & III, such exceptions must be provided as part of the Proposal. Please provide the requirement, nature of the exception and explanation. Exceptions will be considered in the evaluation of the Proposals. Acceptance of a Proposal does not connote agreement to any exceptions stated by a Respondent, but does indicate the City's desire to reach mutually agreeable terms through negotiation. The City will not accept any exceptions to any requirements set out in this RFP during contract negotiations that were not raised in the Proposal.

5.8 Part H - EDS Economic Disclosure Form(s) (Form 8)

Respondents are required to submit filled out EDS forms (Form 8) for every entity that has a controlling interest in the Respondent team. At the discretion of the CIT, a Proposal that does not include an accurate and completed EDS may be found non-responsive and rejected from further consideration. Further information regarding the EDS filing requirements is provided in Form 8.

EXHIBIT B: PRELIMINARY PROJECT PROGRAM

1 Program Summary

1.1 Introduction

The City intends to consolidate the training facilities of its public safety staff into a single Public Safety Training Academy (“JPSTA”). The facility will be located at 4301 W. Chicago Avenue in Chicago, Illinois. The JPSTA will serve as the key replacement site for the training facilities for the Chicago Police Department (“CPD”) and Chicago Fire Department (“CFD”), in addition to other public safety personnel. The JPSTA project should replace all, or most, of the functions served by the current training facilities listed below and will be the main training location of the City for public safety staff and programs:

Existing CPD Training Facilities

Police Academy (City owned site)	1300 West Jackson
Safe Entry Homes (City owned site)	207-211 S. Throop St.
Near North HS (Leased site)	1450 N. Larrabee St.

Existing CFD Training Facilities

RJ Quinn Fire Academy (City owned site)	558 W. De Koven St.
Public Education Building (City owned site)	1010 S. Clinton St.
Fire Academy South (City owned site)	1338 S. Clinton St.
Near North HS (Leased site)	1450 N. Larrabee St.

There are additional training facilities used by both CPD and CFD at other locations but these additional training facilities are either temporary or shared with other agencies. Certain facilities are also located outside of the project location (other cities, states, etc.). The goal would be to include all, or most, of the above-listed training programs at the new JPSTA campus.

1.2 Scope of Work Summary

This description of the scope of work noted below is intended to be general in nature and is neither a complete description nor a limitation on the work to be performed. The Developer shall perform all work described in the RFP documents, to the satisfaction of the Commissioner of 2FM and the City. Additionally, all work shall adhere to all applicable local, state, and federal laws and requirements.

The JPSTA campus will be a state-of-the-art training campus for the City and its public safety personnel that will encompass two main buildings, secure parking for employees, trainees, and visitors, and an outdoor training area with the following key functions:

Outdoor (Site) – The site will have parking lot(s) (minimum of 350+ spaces) to accommodate employees, candidates, in-service personnel, and visitors. The remaining outdoor areas will mainly be used for outdoor scenario-based training functions, including (but not limited to) a driver’s training pad/track, ladder tower, technical rescue training (rope rescue, surface water rescue, vehicle and machinery rescue, confined space rescue, structural collapse rescue, trench rescue, high angle, subterranean rescue, HAZMAT), vehicle and machinery operations training, and modular units to create several types of mock training scenarios.

Building 1 – Main Academy Building: The main academy building will be an approximately 400,000 to 500,000 square foot multi-story building which will include the following amenities: a small public safety museum with CFD line-of-duty memorial badges display case - open to the public, administrative offices, classrooms, labs, simulator rooms, auditorium, gymnasium, locker rooms, storage, and other miscellaneous support spaces.

Building 2 - Auxiliary Building: This secondary building will be an approximately 80,000 to 100,000 square foot single-story building which will include the following features: dive rescue pool, indoor shooting range, and indoor scenario-based training.

2FM met with the appropriate City Departments overseeing the zoning and building permit process for a preliminary review of the proposed design. Notes from these meetings are captured in this document, under “Design Considerations”. Please note that under the current City ordinance, under Chapter 13-32 of Building Permit, Article II Permit Fees, subsection 13-32-350, it states that the fees imposed by this Article II shall not apply to permits issued to 2FM or its contractors for work undertaken for public or governmental use, except in the case of zoning fees. The selected Respondent will be responsible for all applicable zoning fees. Therefore, Respondents shall assume no general building permit, permit review, nor inspections fees for this project, but shall assume additional permit fees, as it relates to street and sidewalk closures as part of the overall project budget, bid, and scope of Work.

The design and construction of the JPSTA shall comply with and receive at a minimum LEED Silver certification (or equal) and follow the requirements of the City of Chicago Sustainable Operations Plan.

Summary of proposed JPSTA program and existing programs:

JPSTA*					
CFD Specific		CPD Specific	Shared	Total	
75,000 to 85,000 SF		125,000 to 175,000 SF	300,000 to 340,000SF	500,000 to 600,000 SF	
CFD Existing*			CPD Existing*		
CFD Specific	Shared	Total	CPD Specific	Shared	Total
110,000 SF	Near North HS	110,000 SF	285,000 SF	Near North HS	375,000 SF

*Please refer Volume III of this RFP for existing and proposed JPSTA programs.

1.3 Background on 4301 West Chicago Avenue Site

The site is located within the Chicago city limits at 4301 West Chicago Avenue. It is approximately 30 acres of land. From around 1900 until the late 1980s, this area was used primarily as a railroad yard.

View of 4301 West Chicago Ave in 1951



View of 4301 West Chicago Ave in 1988



The site is in an industrial and commercial area in the Garfield Park neighborhood. The site is bounded by Chicago Ave on the north, Kilbourn Ave to the west, private industrial property to the south, and Kostner Ave to the east. The northwest corner of the property is approximately ten feet higher than the rest of the site. There is also a four to six-foot berm along the length of Chicago Avenue. The remainder of the site is nearly flat.



View of 4301 West Chicago Ave in 2017

The new JPSTA buildings will be constructed in approximately the same location of the former railyard. There are currently no utilities in use at the site. Please refer to the RFP Volume III, for further details on existing reports and drawings for the site.

The subject property is currently zoned Planned Manufacturing District 9 (“PMD 9”). This Project will require a new Planned Development. Refer to the ‘Chicago Zoning Ordinance and Land Use Ordinance’ Code, Title 17, Chapter 17-8 for details on the specific requirements for Planned Development Zones. The Developer shall assume multiple meetings with appropriate City Department of Planning & Zoning reviewers to confirm preliminary assumptions, assist the Owner in coordinating a new PD, and provide any necessary changes in design to secure proper permits and approvals in a timely manner. 2FM and the CIT will assist the Developer in facilitating such meetings to ensure an expedient timeline for the Planned Development process.

1.4 Outdoor (Site) – Program Narrative

The site will need to be secured, enclosed, and accessed with a perimeter security fence and gates. It will be important to secure the site while also ensuring that the campus feels like it is connected to and integrated with the surrounding community. The buildings and site shall be well-lit with light poles and building mounted lights. There will be exterior parking for employees and visitors. The site will be designed to take advantage of existing topography and/or landscaping, e.g. underground confined space training or heliport. Outdoor training areas will include:

Drivers Training Course and Pad: Provide EVOC track along with multiple street intersections for various training opportunities. Large rectangular pad should also be provided for skid and heavy-duty vehicle training. Pavement shall accommodate weight of fire trucks and other heavy-duty vehicles. See below for examples. Depending on final confirmation of programming with the City, the size and shape of the track may vary.



Los Angeles, CA – Police



Fort Worth, TX – Police



Charlotte, NC – Police & Fire

Burn and Ladder Tower(s): Ensure proper design and construction to meet CFD's program needs.

Outdoor Scenario Training: Allows training and practice for real life situations and response. The training scenario elements may be permanent construction or mobile/temporary modular units. Site and terrain variations could be leveraged to provide trench and confined space training. The elements' design and location will be incorporated with the drivers training course and pad as well as the two buildings. Outdoor scenario training will include props and diverse types of training to accommodate proper training for City's public safety staff.

General Site Design Considerations: Site grading and storm water management on site is included in the scope of work. Renovations to the public way to create site access, paved access to the new structures, and the relocation/removal of all excavated spoils and engineered fill is included in the site work.

Prior to design and construction, the developer will need to survey existing conditions, heights, elevations, obtain proper surveys with underground utilities and if necessary, obtain additional soil borings for geotechnical and environmental data to help determine new building locations on site, the proposed foundation system, and management of excavated spoils hauled off site.

1.5 Main Academy Building (Building One) – Program Narrative

The 400,000 to 500,000 square foot, multi-story building will serve as the main training academy for City's public safety staff and will have both CPD and CFD specific programs in dedicated and shared spaces. It will contain the following key functions:

Lobby, Reception, and Museum: There should be a welcoming and inviting entry. The lobby will include a reception/check-in desk with a waiting area. The museum portion will be used to display artifacts/history of the CPD and CFD including CFD line-of-duty memorial badge display case. The current fire academy lobby/main corridor and is open to the public.



Common Areas: To maximize space, lockers will be installed in corridors and halls. Lockers will be larger than typical school lockers due to equipment used by CPD and CFD. Materials in common areas should be durable and able to withstand heavy usage.

Classrooms/Labs: Due to changing programs, technologies, teaching methods, etc., classrooms should be flexible and allow for multiple uses. Specific classrooms will

have moveable partitions to allow for increased occupancy as needed. There will also be dedicated classrooms for CPD and CFD. For example, CPD will have a teaching lab while the CFD will have an EMS lab.



Offices: There will be private offices, shared offices and open plan offices. The sizes of private offices will vary based on rank and some may include room for a receptionist and/or a private toilet. The shared offices will fit between two to six people. There will also be large style open plan offices that are filled with cubicles.



Conference Rooms: Rooms with large conference table, chairs, appropriate technology, projector, white board, etc.

Large Conference Room/Command Center: Serves as a “mission control center” as needed.

Simulators: Premanufactured pieces of equipment that are installed within the walls of the building. Proper sound insulation in walls and ceilings along with proper power and networking are all that is required.

Gymnasium & Support: Typical gym construction with courts used for a variety of physical training. There should be a few universal rooms, offices, and storage located off the gym. Dividers should allow for separation of gym uses.



Weight Room: Typical weight room construction with equipment.

Drill Hall: Large indoor multi-story space with fire escapes, windows, balconies.

Lunch Room and Cafeteria: Typical lunch room/cafeteria construction. Allow for a kitchen; however, since most users bring lunch, a bank of microwaves is required along with space for vending machines.

Auditorium: Typical tiered floor auditorium of equivalent capacity to the current Public Safety Headquarters’ auditorium.

Medical Group: Similar to a walk-in clinic for the CFD. There is a check-in/waiting area, exam rooms, doctor's offices, etc. Construction would be similar to that required for medical use.

Library/Resource Center/Computer Lab: A large room with shelves for CFD reference materials, computer terminals and basic work stations with tables and chairs. Typical library construction.

Research and Development: A lab with workstations for CFD to research and develop innovative technologies for fighting fires.

Video/Photo Lab & Storage: Television studio with control and editing room. Photo editing room and photo storage room. CPD produces their own training videos and various other police related videos. CFD has its own photo department to maintain their historic archive of photos and document current fire related news and training.

Bike Shop: Storage for bicycles use for bike training. Bikes can be hung on wall. Provide mechanic stand(s) and small area for bike parts.

Locker Rooms: Due to multiple functions (gym, pool, weight room), there will most likely be multiple locker rooms. Optimal layout would allow for users of these areas to access a centrally located locker room with adequate male and female facilities and locker rooms for both students and instructors in addition to privacy rooms for nursing mothers.

Mechanical, Workshop and IT spaces: Will be sized according to program. Accommodations should be made to allow for future expansion/changing technologies. There will need to be a small workshop for the building engineer. The building engineer's office should be located off the workshop.

Storage: There will be dedicated storage areas for the CPD, CFD and general building storage. Both departments have off site storage; therefore, storage provisions shall be held to a minimum as required.



Apparatus and Storage: This is for the storage of multiple fire trucks, ambulances and other gear that is used in both indoor and outdoor training.

Public Education “Survive Alive House” Training Site: This is where public safety personnel hold fire prevention safety training for City residents. Includes small sets depicting a street intersection and residential bedroom, along with control room that controls lights, noises and smoke for these areas. The “Survive Alive” house is also where the public can come learn CPR. Adequate space is also needed for the “Survive Alive” mobile trailer and other assorted apparatus; in proximity to school bus parking; thousands of the City’s children each year visit CFD Public Education on school field trips. Offices/ work spaces for administrative staff..

1.5.1 General Building One Design Considerations

Building One will have a structural system with bay sizing and height clearances that respond to the space requirements indicated in the building program. To maximize area, the floor plans should not have many variations in shape and material choices should be kept simple. The exterior façade may be, but is not limited to, precast concrete, masonry veneer, metal panel or glazed curtain wall. The building may be equipped with a fire alarm system. Construction of Building One includes, but is not limited to, work related to site grading, excavation, removal and disposal of unsuitable soil, new compacted engineered fill and paved areas shown in the enclosed site plan for positive drainage and utilities.

Based on a preliminary review meeting with the City of Chicago, Department of Please refer to Exhibit C and Volume III, for further details on the conceptual design and components of this building.

1.6 Building Two (Auxiliary Building) – Program Narrative

The 80,000 to 100,000 square foot building will be constructed first since it will replace facilities the CPD and CFD have outgrown and/or are currently lacking. It will contain the following key functions:

Indoor Shooting Range: Shooting range layout should maximize floor area to allow for greatest number of shooting lanes. Support spaces include but are not limited to gun cleaning lab, armory, classroom(s), office, control room and fan room. The ability to drive vehicles or move large objects into range should be considered when designing this shooting range. The shooting range should have its own HVAC system and be enclosed to ensure bullets/projectiles cannot penetrate the main building envelope.

Indoor Scenario Training: Indoor scenario training is a large open space to allow for the construction of “sets”. This allows for multiple training scenarios.



Indoor Scenario Training example for CPD



Drill Hall example for CFD

EMS Scenario Training: Similar to indoor scenario training. An open space is needed for the construction of mock scenario structures. Current EMS mock training sets are a tavern, a residential apartment, prison yard, and ambulance “box”. There are cameras that record everything and there is a central control room that controls the environment of the sets (lights, smoke, etc.)

Rescue Dive Tank and Support: Indoor pool capable of holding submerged vehicle. Construction will be typical pool construction. Support spaces include, but are not limited to, a pool mechanical room, small crane to lift and lower vehicle props, office(s), and storage.

1.6.1 General Building Two Design Considerations

Building Two will have a structural system with bay sizing and height clearances that respond to the space requirements as indicated in the building program. To maximize area, the floor plan should not have many variations in shape and material choices should be kept simple. The exterior façade may be, but is not limited to, precast concrete, masonry veneer, metal panel. The building may be fully sprinklered. Construction of Building Two includes, but is not limited to, work related to site grading, excavation, removal and disposal of unsuitable soil, new compacted engineered fill and paved areas shown in the enclosed site plan for positive drainage and utilities.

Please refer to [Exhibit C and Volume III](#), list below, for further details and information.

1.7 Supporting Documents to Exhibit B

The following supporting documents can be found in Volume III:

- Proposed Program and Preliminary Site Plan
 - Proposed CPD Program
 - Proposed CFD Program
 - Proposed Joint Program
 - Conceptual Site Plan
 - Conceptual Renderings
- Preliminary Site Investigation Information
 - Phase II Environmental Reports
 - Geotechnical Reports

- 4301 W. Chicago Title Survey
 - Topographic Survey
 - Water and Sewer Atlas
- Current Training Operations
 - Existing CFD Program and Facilities
 - Existing CPD Program and Facilities

EXHIBIT C – PERFORMANCE SPECIFICATIONS

1 Building Narrative

1.1 Architectural Design Narrative

1.1.1 General

The following Project Description consists of system narratives and an outline specification index as appropriate to convey performance requirements and basis of design information proposed for the Project. It is issued as a part of the “Request for Proposals (RFP) To Design and Build the City of Chicago Joint Public Safety Training Academy” Documents, referred to as the CIT RFP for the JPSTA. The intent of this document is to supplement the RFP documents and to assist in the development of an estimate of project construction cost and to engage entities to provide design and build services.

This narrative addresses the framework for the scope of work for each of the two (2) permanent buildings and associated site and training components. The scope of work for the proposed projects for the Department of Fleet and Facility Management entails consolidation of several police, fire, and emergency services training and education operations from multiple locations to a single site, located in the Garfield Park neighborhood on the West Side of Chicago.

Provide buildings and facilities as described individually below, with bay sizing and height clearances that responds to the space requirements of the individual programs housed within for each building. Buildings are to be installed and designed in accordance with applicable code authorities and the Chicago Building Code (CBC). Final design, installation, and performance shall be the responsibility of the Selected Respondent and shall be coordinated with the results of reports to be obtained and preliminary site plans provided.

It is assumed that the new permanent structures would be classified as follows, based on a preliminary review by the City of Chicago Department of Buildings:

Building 1 – Main Academy Building

- Class C-3, Type 2 Assembly (Division 3, 13-56-080/090)
- Type 1-B Fire Resistive Construction (Division 6, Section 13-60-020)
- Three stories with a basement, maximum 55’ high
- Non-sprinklered, Fire alarm required
- Minimum 2-hour fire-rated materials and enclosures separating different occupancies (Division 6, Table 13-056-280)
- Minimum fire protection at structural assemblies as follows (Division 6, 13-60-100, Note k):

- 3-hour fire-rated materials and enclosures around columns
- 2-hour fire-rated materials and enclosures around floors and beams
- 1-hour fire-rated exterior envelope. Large areas of glazing are permitted only for the purposes of light transmission.

Building 2 – Auxiliary Building

- Class C-1 / C-2, Large Assembly (Division 3, 13-56-080/090)
- Type II Fire Resistive Construction (Division 6, Section 13-60-020)
- One story with a basement, maximum 40' high
- Fully sprinklered, no fire alarm required
- Minimum 2-hour fire-rated materials and enclosures separating different occupancies (Division 6, Table 13-056-280)
- Minimum fire protection at columns as follows (Division 6, 13-60-100, Note k):
 - 4-hour fire-rated materials and enclosures around columns up to 14' above floor
 - 1-hour fire-rated materials and enclosures around columns between 14'-20' above floor
 - No rating required above 20 feet

The Selected Respondent shall anticipate a collaborative process between the design teams and associated Local, State and Federal Governing bodies as necessary. Appropriate changes to be coordinated with the design based on feedback from these meetings to secure proper permits and approvals.

All work to be performed and installed in strict accordance with all applicable rules and regulations of Local, State and Federal governments, and other authorities having lawful jurisdiction.

It is the Selected Respondent's responsibility to verify that the systems provided are sufficient for the areas and equipment required.

Refer to RFP Volume III for preliminary Geotechnical and Soils reports outlining restrictions and factors that will influence the design. Note that all buildings must be constructed with a structural and foundation system meeting the geotechnical report recommendations and appropriate code and regulations.

1.1.2 Description of Work – Building 1 – Academy Building

Refer to Exhibit B for an overall outline of the site plan and individual program areas. New construction shall meet the following requirements, including, but not limited to:

Exterior Envelope Assembly

- Exterior walls to be coordinated with structural systems framed and insulated as necessary to meet required Chicago Energy Conservation Code / IECC R-values, especially in the Administrative wing.
- Roof Assembly to be coordinated with structural composite concrete/steel systems and insulated to meet required Chicago Energy Conservation Code / IECC R-values, minimum R-30. Roof to be a single membrane roofing system with a minimum of 4" rigid of insulation – roof design will need to be coordinated with applicable codes.
- Exterior fenestration, including windows, storefronts, curtain walls, and clerestories, shall comply with or exceed all Chicago Energy Conservation Code / IECC U- and SHGC values, as follows:
 - U-Value (max.): 0.35
 - SHGC (max.): 0.40
- All exterior walls and structural framing members are to be fireproofed to meet NFPA and CBC requirements in accordance with the selected construction type.

Interior Construction

- Interior walls to be coordinated with structural systems framed and insulated to meet required fire-rated and acoustical separations in accordance with NFPA and Chicago Building Code requirements per the selected construction type.
- Dissimilar adjacent occupancy areas, such as the gymnasium, must be separated from one another by rated walls in accordance with applicable code requirements.
- All walls bordering heavy equipment and training areas to be higher durability construction. All walls to be sufficiently acoustically insulated to mitigate sound transfer between associated equipment / activities and adjacent programs.

Lobby / Museum

- Exterior walls to consist primarily of opaque and transparent/translucent wall construction in conjunction with the selected exterior wall assembly or as approved by 2FM. Glazed portions to include low-e coatings / glass patterns and passive / active solar shading solutions to assist in compliance with Chicago Energy Conservation Code requirements and the Chicago Sustainable Operations Plan.
- Interior walls to consist of typical metal stud and drywall construction. All perimeter walls bordering other programmatic areas to include acoustical batt insulation adequate to acoustically isolate the space.
- Ceilings to primarily be exposed to consist of acoustical materials with integrated LED lighting coordinated with structural, mechanical, and plumbing systems.

- Flooring shall consist of a combination of cleanable resilient systems and sealed/polished concrete.

Administrative Offices

- Interior walls to consist of typical metal stud and drywall construction. Private offices, toilet rooms, training rooms, library, MDF/IDF Rooms, and conference rooms to include acoustical batt insulation.
- Technology and equipment storage rooms, including MDF/IDF rooms, body cam docking stations, shall include specific temperature control and emergency power requirements. Refer to Mechanical and Electrical Narratives.
- Ceilings throughout the administrative wing to consist of a cleanable acoustical ceiling tile. Ceilings in bathroom areas should include hold down clips.
- Flooring shall consist of carpet tiles in the private offices/conference rooms, and cleanable resilient/epoxy flooring in the restrooms and lobby areas. Open office areas are to receive cleanable carpet tile, while back-of-house/work areas to receive VCT flooring or sealed concrete.

Classroom / Auditoriums / Workroom Areas

- Interior walls to consist of typical metal stud and drywall full-height construction, with acoustic batt insulation separating each individual classroom, training room, and auditorium. Refer to [Exhibit B](#) for a complete programmatic breakdown of all required spaces. Wall construction to integrate supports and framing for audio-visual technology – coordinate all work with structural, mechanical, and plumbing systems. Large format classrooms to include movable partitions with acoustical paneling to subdivide rooms based on end user’s needs.
- Equipment storage for training rooms shall have metal lathe-reinforced drywall partitions and locking hardware for proper lockdown procedure during hours outside of use.
- A mix of small and large auditorium spaces to be included – refer to Exhibit A for a breakdown of required sizes and occupant loads. These spaces may potentially exist in the same space with movable partitions with acoustical paneling to subdivide room based on audience size. All auditorium walls to be completely acoustically isolated from surrounding spaces and oriented for proper sound attenuation.
- All workroom areas subject to fluids as a part of the program shall have a depressed floor slab, sloped adequately for collection. Design to be coordinated with mechanical and plumbing systems to allow for safe, sanitary, and environmentally friendly disposal. Refer to City of Chicago Sustainable Operations Plan for more information.

- Ceilings throughout the classrooms and training rooms to consist of a cleanable acoustical ceiling tile. Ceilings in bathroom areas should include hold down clips. In the auditoriums, ceilings shall consist of acoustical metal/composite panel clouds with integrated LED lighting. Back of house areas / storage / work rooms / athletic areas shall have ceilings exposed to underside of structure with overhead lighting coordinated with structural, mechanical, and plumbing systems. All Ceiling elements shall be fireproofed as required by local codes.
- Flooring shall consist of carpet tiles in the classrooms/training rooms/ auditoriums for acoustical purposes, with cleanable resilient/epoxy flooring in the corridors, lounges, and restrooms. Back of house/storage/work areas to receive VCT flooring or sealed concrete. Gymnasium, running track, and weight/cardio room to have resilient athletic grade flooring corresponding to the use of the individual space – flooring must be capable of absorbing sound and impact vibrations adequately to acoustically isolate these areas.

Vertical Transportation

- Construction to include an appropriate number of passenger and service elevators. Location of elevators to be coordinated with design and location of key program elements.
- Emergency egress stairs are to be provided as required and per applicable codes and regulations. Stairs to be in same, fire-rated core enclosures as elevators and are to be of steel and/or composite concrete construction. Provide detectable warning surfaces, handrails, and accessories as required by applicable codes.
- Interior core walls to consist of typical CMU construction and insulated to meet required fire-rated and structural conditions in accordance with NFPA and Chicago Building Code requirements per the selected construction type.
- Stairs should be considered as the primary means of access to all floors by employees, cadets, and the public. A minimum number of stairs should be anticipated as a part of the design.

1.1.3 Description of Work – Building 2 (Auxiliary Building)

Refer to Exhibit B and Volume III for an overall outline of the site plan and individual program areas. New construction shall meet the following requirements, including, but not limited to:

Exterior Envelope Assembly

- Exterior walls to be coordinated with structural systems framed and insulated to meet required Chicago Energy Conservation Code / IECC R-values.
- Roof Assembly to be coordinated with design and composition of overall building – roof design will need to be coordinated with applicable codes to

ensure all energy and thermal requirements are met. Roof must be insulated to meet required Chicago Energy Conservation Code / IECC R-values, minimum R-30.

- Any exterior fenestration, including windows and clerestories, shall comply with or exceed all Chicago Energy Conservation Code / IECC U- and SHGC values, as follows:
 - U-Value (max.): 0.35
 - SHGC (max.): 0.40
- All exterior walls and structural framing members are to be fireproofed to meet NFPA and CBC requirements in accordance with the selected construction type.
- The overall composition for the building is anticipated to be utilitarian and consist of modular efficient construction. The exterior assembly shall be designed with thermal, sound, security, and energy efficiency in mind.

Interior Construction

- Interior walls to be coordinated with structural systems framed and insulated to meet required fire-rated and acoustical separations in accordance with NFPA and Chicago Building Code requirements per the selected construction type.
- Dissimilar adjacent occupancy areas, such as the shooting range and pool, must be separated from one another by rated walls for acoustic, ballistic, humidity control, and fire separation in accordance with applicable code requirements.
- All walls bordering heavy equipment and technical training areas to be typical CMU construction. All walls to be sufficiently acoustically insulated to mitigate sound transfer between associated equipment / activities and adjacent programs.

Indoor Scenario Training

- Interior walls to consist of typical metal stud and drywall construction. Walls to be configured to allow for direct or electronic supervision by instructors during different scenarios (i.e. bar, bathroom, bedroom).
- Ceilings to be exposed to underside of structure with overhead lighting coordinated with structural, mechanical, and plumbing systems. All Ceiling elements shall be fireproofed as required by local codes.
- Flooring shall consist of resilient flooring and/or polished concrete in most of the interior simulation areas.
- All spaces within the training scenario areas shall be considered as non-occupiable and should not require any utilities (plumbing, etc.) outside of scenario requirements.

Indoor Shooting Range / Weapons Storage

- Interior range walls to consist of typical concrete construction and rated appropriately to separate the occupiable range area from ballistics / hazardous use. Walls to be properly shielded / insulated, with required 180-degree traps and baffles to protect occupants.
- Ceilings to be exposed to underside of structure with overhead lighting coordinated with structural, mechanical, and plumbing systems.
- Flooring shall consist of sealed concrete with adequate surface protection to absorb ballistic impacts.
- Range configuration shall be coordinated with CPD and designed to meet their requirements.
- Weapons storage area walls shall have metal lathe-reinforced drywall/ CMU partitions and electronic locking hardware for proper lockdown procedure during all hours. Security is the most important consideration for these areas and required analog and digital measures should be anticipated for these areas.
- Range to be configured for direct or electronic supervision by instructors, with adequate and safe locations for firearm cleaning, discharge, and spent ammunition collection.

Indoor Dive Training Pool

- Interior walls to consist of typical concrete, CMU, and/or metal-framed cement board construction and rated / zoned appropriately to separate the high-humidity pool environment from adjacent locker rooms and corridors. Walls to be properly coated / insulated to protect against mold growth and to acoustically isolate the space.
- Pool to consist of typical cast-in-place concrete construction with typical membranous traffic coating. Pool size to include a minimum depth to allow complete submersion of a vehicle for training purposes. Pool must also contain a shallow section at 42" deep for specific training scenarios, configurable with lane ropes for certification swimming.
- Overhead lighting to be coordinated with structural, mechanical, and plumbing systems. All ductwork in pool area to be coated.
- All areas subject to fluids as a part of the program shall have a depressed floor slab, sloped adequately for collection. Design to be coordinated with mechanical and plumbing systems to allow for safe, sanitary, and environmentally friendly disposal. Refer to City of Chicago Sustainable Operations Plan for more information.
- Pool area must have a crane readily accessible for use in vehicle rescue scenario training. Crane to be coated and rated for use in high humidity / hazardous environments as required by the specific training conditions.

1.1.4 Description of Work – Site Training Areas & Structures

Refer to Exhibit B and Volume III for an overall outline of the site plan and individual program areas, as well as the Civil Narrative for more specific requirements for each component. New construction shall meet the following requirements, including, but not limited to:

Training Village

- Portions of training and burn villages shall consist of premanufactured, self-contained units to be installed in designated areas on the surrounding site. Units shall be coordinated with the mechanical, electrical, and plumbing systems to provide proper power and ventilation as recommended by manufacturer, required by associated systems and equipment, and in accordance with all applicable codes and regulations.
- Exterior and interior walls to be constructed of typical CMU, masonry, metal panel, and/or drywall construction to mimic environments encountered in the Chicago urban environment. Certain walls to be capable of being moved and reconfigured based on the instructor's needs. Structures to be capable of configuration into various program types, including, but not limited to, residential, commercial, retail, institutional, and education. Walls must be capable of being repaired for reuse over time through use of panelization or modularization.

Burn Structures / Burn Tower

- Interior walls to be constructed as structural steel/CMU systems framed and insulated to meet required fire-rated separations in accordance with NFPA and Chicago Building Code requirements per the selected construction type. Walls must be capable of being repaired for reuse over time through use of panelization or modularization.
- Required components shall include, but are not limited to, the following: multiple areas for ingress / egress; apparatus parking; flat roof AND pitched roof conditions; stairwells; fire escapes; standpipes; moveable interior partitions for multiple scenarios; basement for subgrade ingress scenarios. Refer to Exhibit A site plan and civil narrative for further information.
- All burn elements to include a minimum of cleanable, filtered Class A fire burn technology to meet clean air and environmental requirements while providing realistic training scenarios. Systems to include a dual chamber, propane assisted filtration system for the elimination of smoke and hydrocarbons.
- Areas of burn structures to be outfitted with high-powered fans for wind-drive fire scenarios. Portions of the burn structures must be fitted with egress stairwells and configured at an appropriate floor width and height to adequately simulate high rise fire scenarios. Coordinate with CFD and 2FM teams on specific training needs and requirements.

- Selected Respondent must demonstrate experience in design and construction of controlled burn training structures.

Confined Space Simulator

- Portions of CSS shall consist of premanufactured, self-contained concrete/metal structural units to be installed in a designated area on the surrounding site. Units shall be coordinated with the locations for overhead vertical and horizontal access hatches and viewing apertures as recommended by manufacturer and instructors, required by associated systems and equipment, and in accordance with all applicable codes and regulations. Majority of structures to be embedded underground – refer to Exhibit B and Volume III for further information.
- Precast manhole structures shall conform to standard City of Chicago storm sewer manhole details and specifications and shall be coordinated with 2FM. Design shall be modified where required by precast supplier for soil surcharge loads.
- All piping and passages shall be pitched for drainage as required.
- Durable, weatherproof, animal-proof covers are required at all horizontal entrances and openings.
- Cut/Fill for placement of topsoil over CSS structures shall be coordinated to minimize removal of soil from site. Refer to Civil Narrative.
- Premanufactured structures shall be completely interconnected and shall consist of a mix of the following elements at a minimum: (1) overhead manhole access points with and without covers; (2) a single 12' L x 8' W x 6' H uncovered concrete box as a main ingress point; (3) a larger premanufactured chamber with various preinstalled obstacles designed to CFD requirements. All design and layouts to be coordinated with CFD and 2FM requirements.

Transportation Training Environment

- Training areas shall include, but are not limited to, the following elements: semi-elevated train platform; CTA/Metra/Freight train cars; CTA Bus; semi-subterranean train platform; simulated freeway overpass; semi-truck / trailer. Vehicle components to be procured by 2FM. Refer to Exhibit B for specific program requirements.
- Driving pad to consist of cast-in-place concrete/asphalt construction constructed to support heavy duty vehicles and apparatus equipment – refer to site plan and civil narrative for more information. Configuration to include locations for simulating enforcement/traffic stops, aggressive driving maneuvers, and multi-discipline accident scenarios.

Refer to Exhibit C, Section 2 – 'Specification Index' for an outline of the systems expected to be incorporated into the design and construction of the new facilities.

1.2 Structural Design Narrative

1.2.1 General

Provide structural systems with bay sizing and height clearances that responds to the mechanical, electrical, and plumbing systems to be used, as well as the space requirements of the individual programs housed within. The intent is to provide complete structural systems for each individual building and site component, consisting of required foundation walls, floor slabs, columns, and open and structural members to support and frame the new structures at each location. Systems are to be installed and designed in accordance with applicable code authorities and Divisions 16-18 of the Chicago Building Code. Final design, installation, and performance shall be the responsibility of the Selected Respondent and shall be coordinated with the results of Geotech and soils reports to be obtained.

All work to be performed and installed in strict accordance with all applicable rules and regulations of Local, State and Federal governments, and other authorities having lawful jurisdiction.

All structural members are to be sized and dimensioned in accordance with loading requirements and soils reports and based on coordination with the architectural intent and mechanical, electrical, plumbing, fire suppression systems. Selected Respondent to verify performance and/or suitability of any systems to be used. Such verification shall be performed prior to any demolition or construction.

It is the Selected Respondent's responsibility to verify that the structural systems provided are sufficient for the areas and equipment required.

1.2.2 Description of Work

The intent is to provide a complete and fully functional structural system for each structure as outlined herein to comply with code authorities having jurisdiction, as well as required live, dead, and wind loads in compliance with Divisions 16-18 of the Chicago Building Code.

Furnish and install complete systems, including, but not limited to:

General Description – Buildings 1 + 2

- Provide complete, functional, and approved structural system, consisting of concrete spread footings; columns; roof slab supported by supporting beam / truss system as required. Structures to be designed in compliance with applicable code requirements. Frame all clerestory windows / skylights / curtain walls / storefronts as necessary to provide appropriate daylighting.
- Sizing and composition of framing members and footings to be designed in accordance with results of Geotech surveys and required live, dead, and wind loads by applicable codes.

- Coordinate bay sizing and loads with architectural intent, equipment intended to be used, and vehicle passageways as necessary.
- Provide lateral bracing and coordinate between any separate/independent structural systems as necessary. Expansion and control joints are to be provided to allow for differential movements based on the materials, structural systems, and volumes designed.
- Known load requirements include, but are not limited to estimated:
 - Live Loads:
 - Training Structures / Shooting Range: 250 psf
 - Gymnasium / Training Facilities: 125 psf
 - Admin/General Corridors/Classrooms: 100 psf
 - Driving Pads: Refer to Civil Narrative
 - Roof Loads:
 - Snow Loads: To be Designed
 - Rain Loads: 25 psf
 - Lateral Loads:
 - Wind Load: Up to 30 psf

Refer to Exhibit C, Section 2 – ‘Specification Index’ for an outline of the systems expected to be incorporated into the design and construction of the new facilities.

1.3 Civil Design Narrative

1.3.1 General

Provide complete civil site engineering and design including site layout and paving, grading/earthwork, and site utilities to serve the needs of the intended use for the property. The intent is to provide complete grading/earthwork to create consistent grade across the site for the location of structures and for the complete location and design of parking areas and roadways, including pavement material types and sections. Also intended are complete sanitary, water, and stormwater systems for each building and the entire property, consisting of appropriate pipe sizes, materials, slopes, separations, and depths. Systems are to be designed and installed in accordance with applicable code authorities. The final design, installation, and performance shall be the responsibility of the Selected Respondent.

All work is to be performed and installed in strict accordance with all applicable rules and regulations of Local, State, and Federal governments, and any other authorities which the property falls in the jurisdiction of.

A topographic survey of the property and the adjacent roadways shall be provided by the Selected Respondent prior to commencement of design.

1.3.2 Description of Work

The intent is to provide complete grading/earthwork design, site layout and pavement design, and complete and operable systems of sanitary sewers, water services, and storm sewers servicing each building and the overall property. This all includes, but is not limited to:

Layout & Paving

- Provide overall site layout including building locations, parking areas, roadways, pedestrian walkways, and connections to off-site public roads.
- Provide ADA compliant walkway connections to off-site public roads and throughout the property.
- Provide appropriate pavement types (heavy duty asphalt/concrete, standard duty asphalt/concrete, etc.) for all parking areas and roadways depending on anticipated vehicle and training/testing use.
- Provide concrete curb and gutter along perimeter of all parking areas and roadways.
- Provide full depth pavement replacement in public roads for all pavement cuts due to utility installations.
- Provide pavement resurfacing for public roads around utility installations per typical CDOT standards.

Grading/Earthwork

- Two preliminary geotechnical reports have been completed. The first was completed in 1998 with borings across the site. The second was completed in 2017 for the proposed building locations. A more in-depth geotechnical report is recommended to determine soil capacity for all on-site features. Additional soil borings shall be obtained, if necessary.
- The property has significant topographic relief across the site, especially from the northwest to south and east. The site shall be mass graded to allow for the construction of the proposed facilities. The facilities shall be usable after construction and the ground shall be at reasonable slopes to allow for appropriate training. Retaining walls may be needed.
- The mass grading shall balance the soil to the highest extent practical.
- Provide proper slopes for parking lots, roadways, and open areas to direct water to the site stormwater systems.
- Provide accessible routes to all building doors from public sidewalks using slopes per typical City of Chicago standards.
- Provide emergency overflow routes for the entire site to pass 100-year storm runoff to appropriate areas.
- The intent is to maintain as much of the existing soil onsite as possible. Per Exhibit B, the highlighted soil is to be removed from site.

Sanitary Sewer System

- Provide sanitary sewer connections from all buildings to the public 2.5' combined sewer located in Chicago Avenue.
- Sanitary pipes shall be typical material, size, and at least minimum slopes required by typical City of Chicago Department of Water Management (CDWM) standards.
- Sewers 21" diameter or smaller shall be Extra Strength Vitrified Clay Pipe (ESVCP) or Ductile Iron Pipe (DIP) Class 52 encased in polyethylene wrap.
- Sewers 24" diameter and larger shall be Reinforced Concrete Pipe (RCP) with O-ring gaskets.
- Sanitary Manholes shall be constructed out of pre-cast reinforced concrete.
- An ALTA survey of the site is included in Volume III of this RFP. The survey shows a 20 ft. wide sewer easement traversing the western portion of the property. The sewer will need to remain in place during and after construction as finished. It is anticipated parking and other site related improvements can be constructed over the 20' wide easement, but not buildings or other structures.

Water System

- Provide water service connections from all buildings to public 12" ductile iron watermain located in Chicago Avenue. The CDWM Water Atlas is attached.

- Provide appropriate amount of water service connections required for all buildings per service needs.
- Provide adequate amount of fire hydrants around the property per typical CDWM spacing and distance standards or requirements.
- Watermain piping shall be Ductile Iron Pipe (DIP) class 52 or equal.
- Valve Vaults shall be constructed of pre-cast reinforced concrete.
- Provide minimum vertical clearance of 18" for all crossings above or below sanitary or storm sewers, minimum horizontal clearance of 10' from any parallel sanitary or storm sewers, and minimum ground cover of 5.5' for all water services per typical IEPA standards.
- Provide high powered water cannons directly adjacent to driving track to wet pavement for training and cleaning purposes. Quantity and location of fixtures to be coordinated with 2FM.

Stormwater System

- Provide adequate stormwater detention for the 100-year storm for the entire property in either surface ponds or underground vaults in accordance with the City of Chicago and Cook County requirements.
- Provide emergency overflow connections for underground vaults or overflow routes for surface ponds coinciding with site grading.
- Storm pipes shall be typical material, size, and at least minimum slopes required by typical CDWM standards.
- Sewers 21" diameter or smaller shall be Extra Strength Vitrified Clay Pipe (ESVCP) or Ductile Iron Pipe (DIP) Class 52 encased in polyethylene wrap.
- Sewers 24" diameter and larger shall be Reinforced Concrete Pipe (RCP) with O-ring gaskets.
- Provide storm sewer system consisting of pipes, manholes, and catch basins to capture and route stormwater to detention structure. A catch basin with half trap and restrictor shall be located downstream of detention structure.
- Storm manholes shall be constructed of pre-cast reinforced concrete.
- Combine storm and sanitary flow prior to leaving the property and connecting to the existing 2.5' combined sewer. The connection shall wye into existing sewer. The CDWM utility atlas is attached.
- Provide required stormwater volume control using typical design options per CDWM.
- Utilize Chicago Stormwater Tool to calculate required detention volume, release rate, and volume control for design.

Overhead Utilities

- Existing overhead utilities cross over the northwest portion of the site. The overhead lines should be relocated outside of the property. The Selected Respondent shall coordinate with the utility companies that own and operate the facilities regarding the relocation.

Perimeter Fencing

- There is an existing 6' high chain link fence and 4' high iron rod fence along the perimeter of the northwest corner of the property, running alongside Chicago Avenue. These shall be replaced with new fencing and shall conform with the Chicago Landscape Ordinance.
- Entire site to be fenced in at perimeter. Fencing to consist of ornamental fencing along all public streets and ways, with the remainder of the fencing to consist of chain link fencing. Height to be coordinated with 2FM.

Landscaping

- Landscaping is to be designed and laid out with native species and in conjunction with applicable COC codes, regulations, and guidelines. Refer to the attached site plan for a basic layout and list of areas of scope. Selected Respondent shall anticipate design input and review meetings with representatives of the City of Chicago, 2FM, and CPD/CFD as a part of the zoning and design process.
- Landscaping to be focused on adequate and sustainable site water retention and diversion in response to required areas of hardscape on site. Refer to the City of Chicago Sustainable Operations Plan for specific requirements.

1.4 Fire Protection Design Narrative

1.4.1 General

Provide Fire Protection system zoned appropriately to respond to the various occupancies and hazardous conditions to be housed within. The intent is to provide complete sprinkler systems installed and designed in accordance with NFPA and Division 09 of the Chicago Building Code. Final design, installation, and performance shall be the responsibility of the Selected Respondent.

All work to be performed and installed in strict accordance with all applicable rules and regulations of Local, State and Federal governments, and other authorities having lawful jurisdiction.

All penetrations and sleeves are to be sized and dimensioned based on coordination with the structural system. Selected Respondent to verify performance and/or suitability of any existing utility feeds and/or systems to be used. Such verification shall be performed prior to any demolition or construction.

It is the Selected Respondent's responsibility to verify that the systems provided are sufficient for the areas and equipment required.

Refer to Section 00 00 20 – 'Specification Index' for an outline of the systems expected to be incorporated into the design and construction of the three (3) new facilities.

Description of Work

The intent is to provide sprinkler protection throughout all areas of new construction to comply with NFPA 13 as fully sprinklered.

Furnish and install complete and operable automatic sprinkler system for Building Two (not required for Main Academy Building) in accordance with the governing codes and regulations, including, but not limited to:

Overall Design

- Provide complete wet pipe automatic sprinkler systems and related equipment throughout the entire building as required due to new construction.
- Provide complete fire alarm system that complies with code for Building One (Main Academy Building).
- Provide hose connections throughout Building Two (Auxiliary Building), locations to be coordinated with structural, electrical and plumbing systems.
- Supervised sprinkler floor control valve at each zone with combination drain and inspectors test connection.
- Fire pump acceptance test
- Waterflow and tamper switches

- Sleeves/firestopping as required
- Spare sprinkler cabinets with spare sprinklers and sprinkler wrench
- Hydraulic calculations & as-built drawings
- Fire extinguishers/cabinets throughout the entire building as required
- Auxiliary drains as necessary
- Access Panels. Coordinate work with all other trades.
- Electric power supply and associated accessories to furnish and install complete integrated notification system as required by NFPA / Chicago Code, including, but not limited to: waterflow switches, tamper switches, local alarm system, releasing panels, strobes, and alarm bells.

Hangers and Supports

- Hangers shall be spaced as required by NFPA 13.
- All hangars and components used in non-tempered areas and exposed to atmospheric conditions shall be electro-zinc plated, no plain steel shall be allowed.
- Hangar assemblies supporting the pipe supplying an end sprinkler in a pendant position shall be restrained to prevent upward movement and located no greater than 12" for sprinkler head.

Pipes and Fittings/Valves and Devices/FA Notification Devices

- All fitting material, and installation shall be per NFPA 13 Requirements.
- Pressure ratings of all fittings, valves, and devices shall meet and/or exceed maximum working pressure available within systems.
- All piping/fittings shall be UL listed and approved.
- Install waterflow/valve supervisory switches for all valves on the fire protection system.

Drains

- Pipe all drains and inspector's test connection to outside locations where water drained will not damage equipment, vehicles, or injure personnel.
- Underground piping shall be flushed before connection to interior sprinkler piping.

Identification

- Provide metal signs on control, drain, test valves, etc. to identify their purposes and functions in accordance with NFPA 13.
- Provide hydraulic placard for each sprinkler system in accordance with NFPA 13.

Fire Stopping

- Fire stopping shall be required at all floor and fire-rated wall/partition penetrations. Installation shall be in strict accordance with the manufacturer's

published directions and per fire tested designs that have been accepted by the appropriate code authority having jurisdiction.

The Selected Respondent shall be responsible during the installation and testing periods of the sprinkler system for any loss or damage to the work caused by leaks in any equipment, by unplugged or disconnected pipes, fittings, or by overflow and shall be responsible for the necessary replacements or repairs.

Refer to Exhibit C, Section 2 – ‘Specification Index’ for an outline of the systems expected to be incorporated into the design and construction of the new facilities.

1.5 Plumbing Design Narrative

1.5.1 General

Provide plumbing system to respond to the spaces, fixtures, and equipment to be housed within, as well as allowing integration with the layout of the structural system selected. The intent is to provide complete and operable systems of sanitary sewers, vent piping, storm drain piping, domestic cold, hot, and hot water return systems, and grease waste systems for each building. System is to be installed and designed in accordance with applicable code authorities and Division 29 of the Chicago Building Code. Final design, installation, and performance shall be the responsibility of the Selected Respondent.

All work to be performed and installed in strict accordance with all applicable rules and regulations of Local, State and Federal governments, and other authorities having lawful jurisdiction.

All penetrations and sleeves are to be sized and dimensioned based on coordination with the structural system. Selected Respondent to verify performance and/or suitability of any existing utility feeds and/or systems to be used. Such verification shall be performed prior to any demolition or construction.

All plumbing systems and piping systems shall be tested, cleaned, flushed and, where appropriate, sterilized per local, state and federal applicable standards.

It is the Selected Respondent's responsibility to verify that the systems provided are sufficient for the areas and equipment required.

1.5.2 Description of Work

The intent is to provide complete and operable systems of sanitary sewers, vent piping, storm drain piping, domestic cold, hot, and hot water return systems, and grease waste systems for each building. This includes, but is not limited to:

Overall Design – Both Buildings

- Provide complete sanitary plumbing systems and related fixtures/equipment throughout the buildings as required
- Site utilities should be anticipated at various training components throughout the campus as required by the specific programmatic and system requirements.

Cold Water System

- Provide main cold-water distribution piping with expansion loops and shutoff valves as required. Provide separate shutoff valves in corridor ceilings as necessary for toilet rooms, kitchens, and equipment.

- Provide water distribution valves as required by code and as listed below. Valves shall be installed within accessible locations and/or provided with access panels in locations as necessary.
- At all water main separations
- At each branch extension from mains
- Immediately outside each room where plumbing occurs
- At each piece of equipment
- Provide pipes, fittings, valves, air chambers, air shock absorber, di-electric unions, vacuum breakers, hangers and supporting steel, code required backflow preventers, pressure reducing valves, pumps, and miscellaneous related items for a complete and operable system.
- The cold water serving the various areas of each building shall be routed above ceiling level, through chases, and in pipe sleeves. The piping shall not be cast into the concrete. All pipe sleeves shall have fire proofing.
- Provide and install stop valves at each fixture.
- Provide cold water hose bibs with code approved/elevated vacuum breaker at appropriate points throughout the training areas and vehicle bays.
- The cold-water system shall be designed to maintain a minimum constant water pressure at each fixture of at least thirty (30) psi at all flush valves and tanks and/or the minimum pressure recommended by the fixture manufacturer.

Hot Water System

- Furnish and install electric water heaters with storage for bathrooms, locker rooms/showers, kitchens and pool areas. The water heaters shall operate at 130° F.
- Extend hot water from mixing valves to all plumbing fixtures, equipment, and outlets requiring hot water.
- Provide main hot water distribution piping with expansion loops and shutoff valves as required in accessible ceilings and chases.
- Refer to description of cold water system for requirements on distribution, valves, and piping locations.

Storm Water System

- Furnish and install roof drains and storm water management systems as necessary to collect all storm drainage. Size all gravity piping and interior system as necessary supply a complete operable storm water system.
- Roof drain and building storm drain sizing shall be based on requirements in the applicable building codes.
- Provide a secondary (emergency) roof drainage system consisting of overflow roof drains and independent collected and pipe storm drainage system within the building.

- Provide and locate exterior trench drains, catch basins, and automatic sumps as necessary near entries and exterior lots and work areas.

Sanitary Waste System

- Provide waste/soil and vent piping to every plumbing fixture, floor drain, and item of equipment as required by code.
- Provide cleanouts in soil, waste, and sewer lines as required by code.
- Provide sanitary vent system complete with individual fixture vents, drain vents, vent stacks, stack vents, and extensions to roof terminations. Locate vent terminals away from fresh air intakes or openings per code. Each fixture and drain shall be individually trapped and vented.
- Provide an independent grease sanitary system to equipment and outlets that require grease waste connections by code.
- All floor drains, including drains below grade, shall be individually vented.
- Provide floor drains in all public toilet rooms, trash rooms, and where required by code. At a minimum, floor drain locations shall include, but not be limited to the following locations:
 - Pump rooms
 - Mechanical Equipment Rooms
 - Provide trench drains for the vehicle spaces as necessary.

Pool Plumbing and Filtration System

- Provide waste/soil and vent piping to every plumbing fixture, floor drain, and item of equipment as required by code.
- Provide heavy duty filtration system with cleanouts at all branches and elbows, with associated waste lines, as required by code.
- All drains, including two-stage submerged pool drains, shall be individually vented.
- Trench overflow drains to be included at full length pool perimeter.
- All essential items, including pool filtration system, to be connected to emergency power as required – refer to Electrical Narrative.
- System to include pump room located directly adjacent to pool area and shall include, but not be limited to, the following elements:
 - Hard lined, electric motor pump appropriately sized for pool volume and use
 - Dual stage, high-rate sand filters
 - Automated chlorine feeder directly connected into pump and filtration system
 - Connections to hot and cold distribution system tied to digital control for training scenarios
- Plumbing fixture counts and locations to be coordinated with occupancy requirements and structural, mechanical, and electrical systems to be used based on applicable codes.
- All plumbing lines and associated equipment to be properly isolated for vibration and insulated as necessary.

Refer to Exhibit C, Section 2 – ‘Specification Index’ for an outline of the systems expected to be incorporated into the design and construction of the new facilities.

1.6 Mechanical Design Narrative

1.6.1 General

Provide a mechanical system to respond to the spaces, fixtures, and equipment to be housed within, as well as allowing integration with the layout of the structural system selected. Temperatures and conditions required to maintain the vehicles and equipment within the training areas will be crucial. The intent is to provide complete and operable assemblies of heating, ventilating, and air conditioning systems for each building. System is to be installed and designed in accordance with applicable code authorities and Division 28 of the Chicago Building Code. Final design, installation, and performance shall be the responsibility of the Selected Respondent.

All work to be performed and installed in strict accordance with all applicable rules and regulations of Local, State and Federal governments, and other authorities having lawful jurisdiction.

All penetrations and sleeves are to be sized and dimensioned based on coordination with the structural system. Selected Respondent to verify performance and/or suitability of any existing utility feeds and/or systems to be used. Such verification shall be performed prior to any demolition or construction.

All mechanical systems and equipment shall be tested, balanced, and commissioned per Local, State and Federal applicable standards.

It is the Selected Respondent's responsibility to verify that the areas and equipment provided are sufficient for the systems required.

Products, including equipment, devices, fixtures, and materials shall be new; UL listed wherever applicable, and bear appropriate identification.

All exterior ductwork to be properly insulated per manufacturer's recommendations and in accordance with applicable codes to maintain an operable system.

1.6.2 Description of Work

The intent is to provide complete and operable assemblies of heating, ventilating, and air conditioning systems for each building. This includes, but is not limited to:

Overall Design – Both Buildings

- Provide complete and operable assemblies of heating, ventilating, and air conditioning systems and related equipment throughout each building as required due to new construction. Primary elements shall include, but are not limited to:
 - Rooftop air handling units sized and powered appropriately to condition entire space

- Properly sized ductwork, supply and return terminals, transfer grilles, diffusers, and VAV boxes as necessary to provide a fully designed system compliant with all applicable code authorities. All areas to receive drops and ducted supplies/returns as required. All open ceiling spaces shall include drops directly from the rooftop units located to adequately ventilate and condition the space.
- Selected Respondent is responsible for incorporating including necessary considerations in the design of each system including, but not limited to, the following criteria, subject to final design approval by 2FM:
 - Outdoor Conditions (or as required by code, whichever is more stringent)
 - Winter: 0 ° F
 - Summer: 91 ° F DB, 75 ° F WB
 - Indoor Conditions (or as required by code, whichever is more stringent)

	Summer	Winter
▪ Lobby/Offices	72-78 ° F / 50% RH max	70 - 74 ° F
▪ Classrooms	74 ° F / 50% RH max	70 ° F
▪ Training Areas	Ventilated	Determined by Equipment
▪ Mech/Elec Rooms	Ventilated	Not Required
 - Acoustic Requirements (minimize vibration)
 - Design Loads
 - Lighting and Power Loads (to be coordinated with equipment and requirements of electrical system selected)
 - People Loads (Coordinate with expected occupant load and conform to ASHRAE 62.1 and all other applicable codes)
 - Exposure Loads
 - Ventilation Loads (Outdoor air per Code or ASHRAE 62.1, whichever is greater)
- Provide digital Building Automation System (BAS) fully integrated and zoned based on occupancies and separations. System to include GBMS connection to “Niagara” Interface or equal as required by City of Chicago / 2FM. System shall be Direct Digital Control (DDC), electronic with open architecture. Provide all necessary wiring, thermostats, motor operated dampers, sensors, alarms and devices necessary for complete and operational systems.
 - BAS shall allow remote start/stop and adjustment of setpoints for rooftop units and toilet exhaust fans via a modem, internet, or Ethernet connection.
 - Provide a building fire department override panel for fire department control of major systems and exhaust fans. Override panel shall be located adjacent to the building fire alarm panel.
 - Provide alarms and status for rooftop units and toilet exhaust fans
 - Mount and wire all unit controls and panels in accessible areas
 - Provide readout of status and sensor inputs, setting of control points, and display of alarms at each primary control panel.

- Size ducts (where applicable) appropriately as required by Code as well as the following criteria, whichever is more stringent:
 - Ductwork shall be sized to maintain pressure drop or velocities as noted below (whichever results in a larger duct size):
 - Open Office
 - Main supply and return ducts 800 ft./min max.
 - Branches to diffusers 600 ft./min max.
 - Transfer ducts 0.05" per 100 equivalent feet of duct
 - Low Pressure Ductwork
 - Low pressure supply/exhaust Pressure drop of 0.08" per 100 equivalent feet of ductwork OR 1,200 ft./min max.
 - Return shafts 1,200 ft./min max.
 - Inlets to return shaft 1,000 ft./min max.
 - Constant volume supply 1,200 ft./min/max
 - Transfer ductwork 300 ft./min max.
- Distribute insulated chilled water piping to rooftop air handling units where required (if a direct expansion (DX) system is not used). Extend insulated condensate drain piping to rooftop drains as necessary. Extend rooftop unit drains to splash blocks.
- Provide all miscellaneous equipment and devices as required, including expansion tanks, relief valves, air separators, air vents, refrigerant vents, drains, valves, unions, flanges, thermometers and gauges, expansion joints, anchors, guides, and installation of controls integrated with BAS system.
- Provide vibration isolation and sound control measures on all interior equipment as necessary including, but not limited to, the following:
 - Flexible connectors on suction and discharge of base mounted pumps
 - Spring isolators on roof-top units, fans over 3/4 HP, piping within mechanical rooms, and ductwork within 40 feet of AHUs
 - Flexible duct connections to fans / AHUs
 - Acoustic silencers at inlet and discharge of fans and air handling unit where required for quiet operation
- Coordinate piping for all water feeds as necessary with plumbing system selected and in accordance with all prevailing codes.
- System to be isolated / zoned separately with high efficiency filters based on program requirements including, but not limited to, the following areas:
 - Pool and Diving Area (Humidity control / Isolation for pool chemicals)
 - Indoor Shooting Range (Gunpowder filtration). Shooting range to receive its own high efficiency system separated from the mechanical system for the rest of the buildings.
 - Food Service Areas (Humidity Control / Isolation & Filtration for Food Storage)
 - Forensics Training Lab (Isolation & Filtration for Hazardous Materials)

- Provide gas piping, valves, and accessories as required to provide heating to primary buildings, as well as to provide fuel to burn towers as required by design. Valves and piping to be sized and designed in accordance with the CBC and Section 402 of the International Fuel Gas Code (IFGC) as necessary. Piping to include all nozzles/accessories and emergency shutoffs as required to prevent backflow into the system lines.
- Scenario Training spaces shall be kept isolated and controlled as required by the individual scenarios. Heating shall be provided by electric baseboard heaters, with cooling provided by rooftop units and controlled from a central location.

Refer to Exhibit C, Section 2 – ‘Specification Index’ for an outline of the systems expected to be incorporated into the design and construction of the new facilities.

1.7 Electrical Design Narrative

1.7.1 General

Provide an electrical system to respond to the spaces, fixtures, and equipment to be housed within, as well as allowing integration with the layout of the structural system selected. Lighting shall be coordinated with natural lighting elements to provide a well-lit space during the hours of operation, while minimizing energy costs and usage as much as possible. The intent is to provide complete and operable electrical and lighting systems for each building. System is to be installed and designed in accordance with applicable code authorities and Division 27 of the Chicago Building Code. Final design, installation, and performance shall be the responsibility of the Selected Respondent.

All work to be performed and installed in strict accordance with all applicable rules and regulations of Local, State and Federal governments, and other authorities having lawful jurisdiction.

All penetrations, conduits, and sleeves are to be sized and dimensioned based on coordination with the structural, mechanical, and plumbing systems. Selected Respondent to verify performance and/or suitability of any existing utility feeds and/or systems to be used. Such verification shall be performed prior to any demolition or construction.

All electrical systems and equipment shall be tested per Local, State and Federal applicable standards.

It is the Selected Respondent's responsibility to verify that the systems provided are sufficient for the areas and equipment required.

Products, including equipment, devices, fixtures, and materials shall be new; UL listed wherever applicable, and bear appropriate identification.

1.7.2 Description of Work

The intent is to provide complete and operable electrical and lighting systems for each building. This includes, but is not limited to:

Overall Design – Both Buildings

Provide complete and operable assemblies of electrical and lighting systems and related equipment throughout the buildings as required due to new construction. All lighting elements are to be designed to meet IECC / Chicago Code requirements or as outlined below, whichever is more stringent. Primary elements shall include, but are not limited to:

- Energy efficient, overhead LED lighting with lumen packages to adequately light the space. LED fixtures shall include solid-state lamp drivers.
- Light values shall be balanced and coordinated with natural lighting. Lighting levels to meet or exceed IESNA standards. Light watt densities and manual/automatic controls to meet or exceed energy conservation code requirements. Recommended values are as follows – code requirements shall govern where more stringent:
 - Corridors: 20 FC / 200 lux
 - Conference / Class Rooms: 50 FC / 500 lux
 - Training Areas / Range / Pool: 50 FC / 500 lux
 - Lobby: 30 FC / 300 lux
 - Open Office: 50 FC / 500 lux
 - Private Offices: 50 FC / 500 lux
 - Restrooms: 20 FC / 200 lux
 - Support spaces: 20 FC / 200 lux
- Emergency generator set(s) and associated distribution to serve building emergency and option standby loads, appropriately sized for equipment within. Automatic transfer switches shall be supplied for code-required emergency loads, with separate automatic transfer switch with load add-shed functions for optional standby loads.
 - Emergency Electrical Loads shall include the following at a minimum (where applicable for each building):
 - Emergency and exit lighting
 - Fire alarm and life safety systems
 - Smoke exhaust system
 - MDF/IDF room infrastructure
 - Bodycam Docking Stations / Infrastructure
 - Door Access & Security system
 - Building Automation System (BAS) control panels
 - Emergency telecom network feeds
 - Pool Crane
- Building electrical distribution system designed and installed according to code authorities having jurisdiction, including the following elements:
 - Switchboards with all necessary buses, remote operators, ground fault protection, and distribution devices
 - Distribution panels, including all accessories and devices
 - Branch panels, including all accessories and devices
 - Heavy-duty local equipment disconnect switches for each unit of mechanical equipment
 - Heavy-duty motor starters with variable frequency drives
 - Transformers, including all accessories and devices

- Relay-based PLC controlled lighting panels for control of lighting systems in administration areas in accordance with energy conservation code and program requirements. Vacancy sensors shall also be supplied for enclosed rooms and offices in the administration wing.
- Integrated grounding system, including:
 - Minimum four (4) copper clad ground rods below main electrical room
 - Connections to incoming cold water main
 - Connections to electrical and telephone services
 - Connections to structural steel and metallic components
 - Ground conductors for feeders / branch circuits
 - Rooftop conductor cables and ground rods (as necessary)
- Raceways and supports as necessary to supply power and data to all necessary equipment, including spring type vibration isolation.
- Wiring devices and specification grade receptacles/switches as necessary in each area, responding to governing codes and program requirements.
- Stand-alone fire alarm and life safety system, including the following elements:
 - Addressable electronically operated, UL listed, main control panel located in the electrical room, providing initiation, notification, and control in accordance with the authorities having jurisdiction.
 - System printer providing hard-copy records of each alarm occurrence, including time and location.
 - Pull stations at entrances to each exit and stair door, and within long corridors and large open spaces.
 - Duct smoke detectors within air handling supply and return ducts and at entrance to return air shafts. Shall include remote test stations and indication lights for each detector.
 - Magnetic hold opens at smoke/fire doors.
 - Fire bells and strobes at fire department connections.
 - Connections to local fire department via central station.
 - Connections to water flow, tamper switches, and air pressure switches.
 - Communications system, including raceways and power for telecom.
 - Assume Marshall & Pax line connections to the Cities OEMC network.
- Wired intercom / public address system, including raceways, power, and network connections. Intercom system to have feeds for backup emergency power for operation during periods of power failure.
- Direct feeds and low voltage connections for intrusion detection alarms integrated with all windows and entry doors, hardwired to a centralized alarm system that is integrated to the emergency backup power. System shall also include security cameras – number and locations to be coordinated with direction from City of Chicago representatives as a part of the design process.

- Direct feeds, breakers, and independent circuits as required to individual equipment as required by the program.

Refer to Exhibit C, Section 2 – ‘Specification Index’ for an outline of the systems expected to be incorporated into the design and construction of the new facilities.

Section No.	Section Title	Refer to RFP												
07 54 23	THERMOPLASTIC POLYOLEFIN (TPO) ROOFING													
07 62 00	SHEET METAL FLASHING AND TRIM													
07 71 29	MANUFACTURED ROOF EXPANSION JOINTS													
07 72 53	SNOW GUARDS													
07 81 00	APPLIED FIREPROOFING													
07 84 13	PENETRATION FIRESTOPPING													
07 84 46	FIRE-RESISTIVE JOINT SYSTEMS													
07 92 00	JOINT SEALANTS													
07 95 13	EXPANSION JOINT COVER ASSEMBLIES													
DIVISION 8	OPENINGS													
08 11 13	HOLLOW METAL DOORS AND FRAMES													
08 33 23	OVERHEAD COILING DOORS													
08 36 10	COMMERCIAL OVERHEAD DOORS													
08 39 00	PRESSURE-RESISTANT DOORS													
08 41 13	ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS													
08 44 00	CURTAIN WALL AND GLAZED ASSEMBLIES													
08 51 13	ALUMINUM WINDOWS													
08 51 23.23	COLD-ROLLED STEEL WINDOWS													
08 56 60	DETENTION WINDOWS													
08 71 00	DOOR HARDWARE													
08 74 00	ACCESS DOOR CONTROL HARDWARE													
08 80 00	GLAZING													
08 83 00	MIRRORS													
08 88 50	BALLISTICS-RESISTANT GLAZING													
08 90 00	LOUVERS AND VENTS													
DIVISION 9	FINISHES													
09 21 16	GYPSUM BOARD ASSEMBLIES													
09 22 16	NON-STRUCTURAL METAL FRAMING													
09 29 00	GYPSUM BOARD													
09 30 00	TILING													
09 51 13	ACOUSTICAL PANEL CEILINGS													
09 65 13	RESILIENT BASE AND ACCESSORIES													
09 65 60	RESILIENT ATHLETIC AND SPORTS FLOORING													
09 67 00	FLUID APPLIED FLOORING													
09 68 13	TILE CARPETING													
09 91 00	PAINTING													
DIVISION 10	SPECIALTIES													
10 11 00	VISUAL DISPLAY SURFACES													
10 14 00	SIGNAGE													
10 22 10	FOLDING AND COILING GATES													

Section No.	Section Title	Refer to RFP																
10 26 00	WALL AND DOOR PROTECTION																	
10 26 20	BALLISTICS-RESISTANT PANELS																	
10 28 13	TOILET ACCESSORIES																	
10 40 00	SAFETY SPECIALTIES																	
10 44 00	FIRE EXTINGUISHERS & CABINETS																	
10 51 70	WEAPONS LOCKERS AND SAFES																	
DIVISION 11	EQUIPMENT																	
11 11 00	VEHICLE SERVICE EQUIPMENT																	
11 13 00	LOADING DOCK EQUIPMENT																	
11 16 00	SECURITY AND VAULT EQUIPMENT																	
11 19 00	DETENTION EQUIPMENT																	
11 46 00	FOOD DISPENSING EQUIPMENT																	
11 52 00	AUDIO-VISUAL EQUIPMENT																	
11 65 00	ATHLETIC AND RECREATIONAL EQUIPMENT																	
11 70 15	NARCOTICS LOCKERS																	
DIVISION 12	FURNISHINGS																	
12 48 00	ENTRANCE MATS, FRAMES, GRILLES, AND GRATINGS																	
12 48 50	FITNESS ROOM FLOORING MATS																	
12 52 90	GENERAL SEATING																	
12 55 00	DETENTION FURNITURE																	
12 56 24	EDUCATIONAL FURNITURE																	
12 61 40	LECTURE HALL FIXED SEATING																	
12 93 15	BICYCLE LOCKERS																	
12 93 20	TRASH AND LITTER RECEPTORS																	
DIVISION 13	SPECIAL CONSTRUCTION																	
13 11 00	SWIMMING POOLS AND EQUIPMENT																	
13 21 70	PREFABRICATED ROOMS																	
13 27 00	SAFE ROOMS																	
13 34 22	PRE-ENGINEERED BUILDING COMPONENTS AND ACCESSORIES																	
13 34 43	HAZARDOUS MATERIAL STORAGE BUILDINGS																	
13 34 44	FIRE FIGHTING SIMULATORS																	
13 34 70	FABRICATED CONCRETE BUILDINGS																	
13 36 00	TOWERS																	
13 42 60	DETENTION CELL MODULES																	
13 46 00	BALLISTICS-RESISTANT ASSEMBLIES																	
DIVISION 14	CONVEYING EQUIPMENT																	
14 90 00	BRIDGE CRANE EQUIPMENT																	
DIVISION 21	FIRE SUPPRESSION																	
21 05 00	COMMON WORK RESULTS FOR FIRE SUPPRESSION																	
21 05 29	HANGERS AND SUPPORTS FOR FIRE SUPPRESSION PIPING AND EQUIPMENT																	
21 10 00	WATER-BASED FIRE SUPPRESSION SYSTEM																	
DIVISION 22	PLUMBING																	
22 05 00	COMMON WORK RESULTS FOR PLUMBING																	

Section No.	Section Title	Refer to RFP												
22 05 13	COMMON MOTOR REQUIREMENTS FOR PLUMBING													
22 05 14	PLUMBING SPECIALTIES													
22 05 15	PIPING SPECIALTIES													
22 05 23	GENERAL DUTY VALVES FOR PLUMBING PIPING													
22 05 29	HANGARS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT													
22 07 00	PLUMBING INSULATION													
22 10 13	FACILITY FUEL PIPING													
22 13 00	FACILITY SANITARY SEWERAGE													
22 14 00	FACILITY STORM DRAINAGE													
22 30 00	PLUMBING EQUIPMENT													
22 42 00	COMMERCIAL PLUMBING FIXTURES													
22 47 00	DRINKING FOUNTAINS													
DIVISION 23	HEATING, VENTILATING AND AIR CONDITIONING													
23 05 00	COMMON WORK RESULTS FOR HVAC													
23 05 13	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT													
23 05 14	VARIABLE FREQUENCY DRIVES													
23 05 29	HANGARS AND SUPPORTS FOR HVAC EQUIPMENT													
23 05 48	VIBRATION AND SEISMIC CONTROLS FOR HVAC EQUIPMENT													
23 05 93	TESTING, ADJUSTING AND BALANCING FOR HVAC													
23 07 00	HVAC INSULATION													
23 09 14	PNEUMATIC AND ELECTRIC INSTRUMENTAION AND CONTROL DEVICES FOR HVAC													
23 09 23	DIRECT DIGITAL CONTROL SYSTEM FOR HVAC													
23 11 00	FACILITY FUEL PIPING													
23 21 13	HYDRONIC PIPING													
23 23 00	REFRIGERANT PIPING													
23 31 00	HVAC DUCTS AND CASINGS													
23 33 00	AIR DUCT ACCESSORIES													
23 34 00	HVAC FANS													
23 36 00	AIR TERMINAL UNITS													
23 41 00	PARTICULATE AIR FILTRATION													
23 62 13	PACKAGED AIR-COOLED REFRIGERANT COMPRESSOR AND CONDENSING UNITS													
23 72 00	AIR TO AIR ENERGY RECOVERY EQUIPMENT													
23 73 12	AIR HANDLING UNIT COILS													
23 73 13	MODULAR INDOOR CENTRAL STATION AIR HANDLING UNITS													
DIVISION 26	ELECTRICAL													
26 05 00	COMMON WORK RESULTS FOR ELECTRICAL													
26 05 19	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLE													
26 05 26	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS													

Section No.	Section Title	Refer to RFP													
26 05 29	HANGARS AND SUPPORTS FOR ELECTRICAL SYSTEMS														
26 05 34	CONDUIT														
26 05 35	SURFACE RACEWAYS														
26 05 37	BOXES														
26 05 53	IDENTIFICATION FOR ELECTRICAL SYSTEMS														
26 09 23	LIGHTING CONTROLS														
26 27 17	EQUIPMENT WIRING														
26 27 26	WIRING DEVICES														
26 28 18	ENCLOSED SWITCHES														
26 29 13	ENCLOSED CONTROLLERS														
26 56 29	EXTERIOR LIGHTING														
26 31 00	FIRE DETECTION AND ALARM														
DIVISION 27	COMMUNICATIONS														
27 40 00	AUDIO-VISUAL COMMUNICATIONS														
DIVISION 28	ELECTRONIC SAFETY AND SECURITY														
28 10 00	ELECTRONIC ACCESS CONTROL														
28 20 30	VIDEO SURVEILLANCE														
28 31 00	FIRE DETECTION AND ALARM														
28 36 00	GAS DETECTION AND ALARM														
DIVISION 31	EARTHWORK														
31 10 00	SITE CLEARING														
31 20 00	EARTH MOVING														
31 23 33	EXCAVATION, BEDDING AND BACKFILL FOR UTILITY SYSTEMS														
31 50 00	EXCAVATION SUPPORT AND PROTECTION														
DIVISION 32	EXTERIOR IMPROVEMENTS														
32 12 16	ASPHALT PAVING														
32 13 13	CONCRETE PAVING														
32 13 16	DECORATIVE CONCRETE PAVING														
32 13 73	CONCRETE PAVING JOINT SEALANTS														
32 14 00	UNIT PAVING														
32 17 23	PAVEMENT MARKINGS														
32 32 23	SEGMENTAL RETAINING WALLS														
32 41 00	BOLLARDS														
DIVISION 33	UTILITIES														
33 05 13	MANHOLES AND STRUCTURES														
33 11 00	WATER UTILITY DISTRIBUTION PIPING														
33 11 16	SITE WATER UTILITY DISTRIBUTION PIPING AND FITTINGS														
33 11 20	VALVES, VAULTS, & HYDRANTS														
33 31 00	SANITARY SEWERS														
33 41 00	STORM UTILITY DRAINAGE PIPING														
33 46 00	SUBDRAINAGE														

EXHIBIT D: INSURANCE REQUIREMENTS

1 Insurance Required – Design-Builder

Design-Builder must provide and maintain at Design-Builder's own expense or cause to be maintained, until Contract completion and during the time period following completion if Design-Builder is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all operations related to the Contract.

1.1 Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Design-Builder may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

1.2 Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent), and means, methods, techniques, sequences and procedures.

The City must be provided additional insured status with respect to liability arising out of Design-Builder's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Design-Builder's acts or omissions, whether such liability is attributable to the Design-Builder or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Design-Builder's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Design-Builder may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

1.3 Automobile Liability (Primary and Umbrella)

Design-Builder must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

1.4 Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Design-Builder may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

1.5 Professional Liability

When Design-Builder performs work including professional services and/or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work by the Design-Builder. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

1.6 Valuable Papers

When any, plans, designs, drawings, specifications, media, data, reports, records, and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever,

and must have limits sufficient to pay for the re-creation and reconstruction of such records.

2 Insurance to be Provided – Design Architect

2.1 Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident; \$500,000 disease-policy limit; and \$500,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include but not be limited to: other states endorsement, alternate employer and voluntary compensation endorsement; when applicable.

Design Architect may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2.2 Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent), and means, methods, techniques, sequences and procedures.

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of Design Architect's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Design Architect's acts or omissions, whether such liability is attributable to the Design Architect or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Design Architect's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Design Architect may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella

policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2.3 Automobile Liability (Primary and Umbrella)

Design Architect must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

Design Architect may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2.4 Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Design Architect may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

2.5 Professional Liability

Design Architect performing work including professional services and/or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$10,000,000 Coverage must include but not be limited to pollution liability if environmental site assessments will be done. The policy retroactive date must precede start of Design related to this Contract. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Design work. A claims-made policy which is not renewed or replaced must have an extended reporting period of Three (3) years.

2.6 Valuable Papers

When any plans, designs, drawings, specifications, media, data, and other documents are produced or used under this Contract, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the recreation and reconstruction of such records

3 Insurance to be Provided - Construction

3.1 Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include but not be limited to: other states endorsement, alternate employer and voluntary compensation endorsement; when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3.2 Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations, (for the full statue of repose following project completion) explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein.

Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3.3 Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. The City is to be named as an additional insured on a primary, non-contributory basis.

When applicable, coverage extension must include a) an MCS-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of infectious waste, chemical waste, hazardous, radioactive and special waste.

3.4 Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$45,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella

policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

3.5 Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. Coverages must include but are not limited to, the following: damage to adjoining and existing property, material stored off-site and in-transit, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, collapse, right to partial occupancy, debris removal, damage resulting from faulty workmanship or materials, landscaping, mechanical-electrical breakdown or failure, testing, ordinance or law for increase cost of construction, delayed completion and loss of income/soft costs, loss of use of property, and extra expense and other consequential loss. The City of Chicago is to be named as an additional insured and loss payee.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

3.6 Owner's and Contractor's Protective Liability

With respect to the operations performed by Contractor, an Owner's and Contractor's Protective Liability policy designating the City of Chicago as named insured must be provided with limits of not less than \$2,000,000 per occurrence, combined single limit, for losses arising out of bodily injuries to or death of all persons and for damage to or destruction of property.

3.7 Contractors Pollution Liability

When any work or services performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$2,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy

which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

3.8 Professional Liability

When Contractors, architects, engineers or other professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include but not be limited to, pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

4 Additional Requirements

Evidence of Insurance. Design-Builder, Architect and Contractor must furnish the City, Department of Fleet and Facility Management, attn.: Commissioner's Office, Room 300, 30 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Design-Builder, Architect and Contractor must submit evidence of insurance prior to execution of Contract. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Design-Builder, Architect and Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Design-Builder, Architect and Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Design-Builder, Architect and Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Design-Builder, Architect and Contractor to comply with required coverage and terms and conditions outlined herein will not limit Design-Builder's, Architect's and Contractor's liability or responsibility nor does it relieve Design-Builder, Architect and Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may

constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Design-Builder, Architect and Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Design-Builder, Architect and Contractor.

Waiver of Subrogation. Design-Builder, Architect and Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Design-Builder, Design Architect and Contractor agree to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Design-Builder's, Architect's and Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Design-Builder, Architect and Contractor under this Contract shall be endorsed to state that Design-Builder's, Architect's and Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Design-Builder, Architect and Contractor in no way limit the Design-Builder's, Architect's and Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Design-Builder, Architect and Contractor under this Contract.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

Insurance and Limits Maintained. If Design-Builder, Architect and Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage

maintained by Design-Builder Architect and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Design-Builder, Architect and Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Design-Builder, Architect and Contractor.

If Design-Builder's, Architect's and Contractor's desires additional coverages the Design-Builder's, Architect's and Contractor's will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Design-Builder, Architect and Contractor shall name subcontractor(s) as a named insured(s) under Design-Builder's, Architect's and Contractor's insurance or Design-Builder, Architect and Contractor will require each subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Design-Builder, Architect and Contractor. Design-Builder, Architect and Contractor shall determine if subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Design-Builder, Architect and Contractor are all responsible for ensuring that each subcontractor has named the City as an additional insured where required and name the City as an additional insured on an additional insured endorsement form acceptable to the City. Design-Builder, Architect and Contractor is also responsible for ensuring that each subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Design-Builder, Architect and Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Design-Builder's, Architect's and Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

EXHIBIT E: REQUESTS FOR CLARIFICATION (“RFC”) TEMPLATE

The Requests for clarification must be submitted in a Microsoft Excel Worksheet format substantially in the form of the table below.

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

“Category 1” means a potential “go/no-go” issue that, if not resolved in an acceptable fashion, may preclude the Respondent from submitting a Proposal.

“Category 2” means a major issue that, if not resolved in an acceptable fashion, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Respondent from submitting a Proposal.

“Category 3” means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue.

“Category 4” means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

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

Respondent Name	Question #	Section Cross Reference	Priority #	Question

EXHIBIT F: M/WBE PARTICIPATION - DOCUMENT TEMPLATES

This Exhibit is intended for reference only. The following forms are examples of the information that will need to be provided by the Selected Respondent to completely document their M/WBE Participation Plan.

1 SCHEDULE B: MBE/WBE Affidavit of Joint Venture

1) All information requested on this schedule must be answered in the spaces provided. Do not refer to your joint venture agreement except to expand on answers provided on this form. If additional space is required, attach additional sheets. **In all proposed joint ventures, each MBE and/or WBE venture must submit a copy of its current Letter of Certification.**

I. Name of joint venture: _____
Address: _____
Telephone number of joint venture: _____

II. Email address: _____
Name of non-MBE/WBE venture: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE compliance: _____

III. Name of MBE/WBE venture: _____
Address: _____
Telephone number: _____
Email address: _____
Contact person for matters concerning MBE/WBE compliance: _____

IV. Describe the role(s) of the MBE and/or WBE venture(s) in the joint venture:

V. Attach a copy of the joint venture agreement.

In order to demonstrate the MBE and/or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital, personnel and equipment and share of the costs of bonding and insurance; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venture; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.

VI. Ownership of the Joint Venture.

A. What is the percentage(s) of MBE/WBE ownership of the joint venture?
MBE/WBE ownership percentage(s) _____
Non-MBE/WBE ownership percentage(s) _____

B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other details as applicable):

1. Profit and loss sharing: _____
2. Capital contributions:
 - a. Dollar amounts of initial contribution: _____
 - b. Dollar amounts of anticipated on-going contributions: _____
3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer):

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control:

5. Costs of bonding (if required for the performance of the contract):

6. Costs of insurance (if required for the performance of the contract):

- C. Provide copies of all written agreements between venturers concerning this project.
D. Identify each current City of Chicago contract and each contract completed during the past two years by a joint venture of two or more firms participating in this joint venture:

VII. Control of and Participation in the Joint Venture_

Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. Indicate any limitations to their authority such as dollar limits and co-signatory requirements:

- A. Joint venture check signing:

- B. Authority to enter contracts on behalf of the joint venture:

- C. Signing, co-signing and/or collateralizing loans:

D. Acquisition of lines of credit:

E. Acquisition and indemnification of payment and performance bonds:

F. Negotiating and signing labor agreements:

G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: _____
2. Major purchases: _____
3. Estimating: _____
4. Engineering: _____

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

B. Identify the "managing partner," if any, and describe the means and measure of his/her compensation:

C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

IX. State the approximate number of operative personnel by trade needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

- X. If any personnel proposed for this project will be employees of the joint venture:
- A. Are any proposed joint venture employees currently employed by either venturer? _____
 Currently employed by non-MBE/WBE venturer (number) _____ Employed by MBE/WBE venturer _____
 - B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

 - C. Which venturer will be responsible for the preparation of joint venture payrolls:

XI. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract that may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

Name of MBE/WBE Partner Firm

Name of Non-MBE/WBE Partner Firm

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _day of _____, 20 ____, the above-signed officers

(names of affiants)

Personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Signature of Notary Public

My Commission Expires: _____ (Seal)



**FOR
CONSTRUCTION
PROJECTS ONLY**

2 SCHEDULE C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____ and the City of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

The above described performance is offered for the following price and described terms of payment:

Pay Item No./Description	Quantity/Unit Price	Total

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor to the Prime Contractor

Partial Pay Items

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal:
\$ _____

Total @ 100%:
\$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor. () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Email & Phone Number)

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)



3 SCHEDULE C: MBE/WBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor

FOR CONSTRUCTION PROJECTS ONLY

NOTICE: THIS SCHEDULE MUST BE AUTHORIZED AND SIGNED BY THE MBE/WBE SUBCONTRACTOR FIRM. FAILURE TO COMPLY MAY RESULT IN THE BID BEING REJECTED AS NON-RESPONSIVE.

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

To: _____
(Name of 1st Tier Contractor)

To: _____ and the City
of Chicago.
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, attach additional sheets as necessary. The description must establish that the undersigned is performing a commercially useful function:

The above described performance is offered for the following price and described terms of payment:

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal: \$ _____

Total @ 100%: \$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

Schedule C: MBE/WBE Letter of Intent to Perform as a 2nd Tier Subcontractor to the Prime Contractor

Partial Pay Items

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

<u>Pay Item No./Description</u>	<u>Quantity/Unit Price</u>	<u>Total</u>

Subtotal:

\$ _____

Total @ 100%:

\$ _____

Total @ 60% (if the undersigned is performing work as a regular dealer): \$ _____

SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES ON EACH PAGE.

(If not the undersigned, signature of person who filled out this Schedule C) (Date)

(Name/Title-Please Print) (Company Name-Please Print)

(Email & Phone Number)

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

(Name/Title-Please Print)

(Email & Phone Number)



4 SCHEDULE C (Construction): MBE/WBE Letter of Intent to Perform as a SUPPLIER

Project Name: _____ Specification Number: _____

From: _____
(Name of MBE or WBE Firm)

To: _____ and the City of Chicago:
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer". 60% participation is credited for the use of a MBE or WBE "regular dealer".

The undersigned is prepared to supply the following goods in connection with the above named project/contract. On a separate sheet, fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:		\$ _____
Line 2: Total @ 100%:		\$ _____
Line 3: Total @ 60%:		\$ _____

Partial Pay Items.

For any of the above items that are partial pay items, specifically describe the work and subcontract dollar amount(s):

Pay Item No. / Description	Quantity / Unit Price	Total
_____	_____	_____
_____	_____	_____
_____	_____	_____
Line 1: Sub Total:		\$ _____
Line 2: Total @ 100%:		\$ _____
Line 3: Total @ 60%:		\$ _____

SUB-SUBCONTRACTING LEVELS - A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non-MBE/WBE contractors.

_____ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment in Construction Contracts.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: () Yes () No

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Signature of Owner, President or Authorized Agent of MBE or WBE _____

Date _____

Name /Title (Print) _____

Phone Number _____

Email Address _____

5 SCHEDULE D: Compliance Plan Regarding MBE & WBE Utilization Affidavit of Prime Contractor

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D WILL
CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: _____

Specification No.: _____

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the _____ and a duly authorized representative of _____
(Title of Affiant)

(Name of _____ Prime Contractor)

and that I have personally reviewed the material and facts set forth in the attached Schedule Cs regarding Minority Business Enterprise and Women Business Enterprise (MBE/WBE) to perform as subcontractor, Joint Venture Agreement, and Schedule B (if applicable). All MBEs and WBEs must be certified with the City of Chicago or Cook County in the area(s) of specialty listed.

Name of MBE	Type of Work to be Performed in accordance with Schedule Cs	Total MBE Participation in dollars	MBE Participation in percentage	Mentor Protégé Program Credit Claimed	Total MBE Participation in percentage
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

<u>Name of WBE</u>	<u>Type of Work to be Performed in accordance with Schedule Cs</u>	<u>Total WBE Participation in dollars</u>	<u>WBE Participation in percentage</u>	<u>Mentor Protégé Program Credit Claimed</u>	<u>Total WBE Participation in percentage</u>
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%
		\$	%	%	%

Check here if the following is applicable: The Prime Contractor intends to enter into mentor protégé agreements with certain MBEs/WBEs listed above as indicated by entries in the "Mentor Protégé Program Credit Claimed" column. Copies of each proposed mentoring program, executed by authorized representatives of the Prime Contractor and respective subcontractor, are attached to this Schedule D. The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

Total MBE Participation \$ _____

Total MBE Participation % (including any Mentor Protégé Program credit) _____

Total WBE Participation \$ _____

Total WBE Participation % (including any Mentor Protégé Program credit) _____

Total Bid \$ _____

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

of: _____ State
(Name of Prime Contractor – Print or Type)

of: _____ County
(Signature)

(Name/Title of Affiant – Print or Type)

(Date)
On this ____ day of _____, 20____, the above signed officer

(Name of Affiant)
personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.
IN WITNESS WHEREOF, I hereunto set my hand and seal.

(Notary Public Signature)

SEAL:

Commission Expires: _____

6 SCHEDULE F: REPORT OF SUBCONTRACTOR SOLICITATIONS FOR CONSTRUCTION CONTRACTS

Submit Schedule F with the bid. Failure to submit the Schedule F may cause the bid to be rejected.

Duplicate sheets as needed.

Project Name: _____

Specification #: _____

I, _____ on behalf of _____
(Name of reporter) (Prime contractor)

(A) have either personally solicited, or permitted a duly authorized representative of this firm to solicit, work for this contract from the following subcontractors which comprise all MBE/WBE and non-MBE/WBE subcontractors who bid or quoted price information on this contract

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

Company Name _____

Business Address _____

Contact Person _____

Date of contact _____

Method of contact _____

Response to solicitation _____

Type of Work Solicited _____

Please circle classification: MBE Certified WBE Certified MBE & WBE Certified Non- Certified

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor - Print or Type)

(Signature)

(Name/Title of Affiant) - Print or Type

(Date)

On this _____ day of _____, 20____,
the above signed officer, _____,
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

Notary Public Signature

(Seal)

Commission Expires: _____

7 SCHEDULE H: DOCUMENTATION OF GOOD FAITH EFFORTS TO UTILIZE MBEs AND WBEs ON CONSTRUCTION CONTRACT

Project Name: _____
Specification # _____

The Department of Procurement Services reserves the right to audit and verify all Good Faith Efforts as a condition of award. Material misrepresentations and omissions shall cause the bid to be rejected.

(B) The following is documentation and explanation of the Respondent’s Good Faith Efforts to meet the contract specific goals as described in the Good Faith Efforts Checklist as part of Schedule D. The Schedule D cannot be modified without the written approval of DPS.

I, _____ on behalf of _____
(Name of reporter) (Prime contractor)

have determined that it is unable to meet the contract specific goals in full or in part as set forth in the Special Conditions Regarding Minority and Women Business Enterprise Commitment in Construction Contracts. I hereby declare and affirm that the following good faith efforts were undertaken by the Respondent/Contractor to meet the MBE and/or WBE contract specific goals of this project.

Good Faith Efforts Checklist from Schedule D Attach additional sheets as needed.

___ Solicited through reasonable and available means at least 50% (or at least 5 when there are more than 11 certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, within sufficient time to allow them to respond, as described in the Schedule F.
Attach copies of written notices sent to MBEs and WBEs.

___ Provided timely and adequate information about the plan, specifications and requirements of the contract.
Attach copies of contract information provided to MBES and WBEs.

___ Advertised the contract opportunities in media and other venues oriented toward MBEs and WBEs.
Attach copies of advertisements.

___ Negotiated in good faith with interested MBEs or WBEs that have submitted bids and thoroughly investigated their capabilities.
Attach Schedule F, Report of Subcontractor Solicitations for Construction Contracts.

___ Selected those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, including, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation.
Describe selection of scopes of work solicited from MBEs and WBEs and efforts to break out work items.

___ Made efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or Respondent.

Describe assistance efforts.

___ Made efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

Describe assistance efforts.

___ Effectively used the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs as listed on Attachment A.

Describe efforts to use agencies listed on Attachment A.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____
County (City) of _____

This instrument was acknowledged before me on _____ (date)
by _____ (name/s of person/s)
as _____ (type of authority, e.g., officer, trustee, etc.)
of _____ (name of party on behalf of whom instrument
was executed).

Signature of Notary Public

(Seal)

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

Specification No.: _____

Department Project No.: _____

Date: _____

Voucher No.: _____

STATE OF: _____)

COUNTY (CITY) OF: _____)

In connection with the above-captioned contract:

I HEREBY DECLARE AND AFFIRM that I am the _____
(Title - Print or Type)

and duly authorized representative of _____
(Name of Company - Print or Type)

(Address of Company) () (Phone)

and that the following Minority and Women Business Enterprises (MBE/WBEs) have been contracted with, and have furnished, or are furnishing and preparing materials for, and have done or are doing labor on the above referenced project; that there is due and to become due them, respectively the amounts set opposite their names for material or labor as stated; and that this a full, true and complete statement of all such MBE/WBEs and of the amounts paid, due, and to become due to them:

MBE/WBE	GOODS/SERVICES PROVIDED	AMOUNT OF CONTRACT	AMOUNT PAID TO DATE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

TOTAL AMOUNT PAID TO MBEs TO DATE: \$ _____

TOTAL AMOUNT PAID TO WBEs TO DATE: \$ _____

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED, ON BEHALF OF THE CONTRACTOR, TO MAKE THIS AFFIDAVIT.

Name of Contractor: _____
(Print or Type)

Signature: _____
(Signature of Affiant)

Name of Affiant: _____
(Print or Type)

Date: _____
(Print or Type)

State of _____

County (City) of _____

This instrument was acknowledged before me on _____ (date)

by _____ (name/s of person/s)

as _____ (type of authority, e.g., officer, trustee, etc.)

of _____ (name of party on behalf of whom instrument was executed).

Signature of Notary Public

(Seal)

(Seal)

8 Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in Construction Contracts

Policy and Terms

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, Respondents shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the contract and may result in the termination of the contract or such remedy as the City of Chicago deems appropriate.

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation. The City has set goals of 26% and 6% on all contracts in line with its overall aspirational goals, unless otherwise specified herein, and is requiring that Respondents make a good faith effort in meeting or exceeding these goals.

Contract Specific Goals and Bids

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its good faith efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- A. An MBE/WBE compliance plan demonstrating how the Respondent plans to meet the Contract Specific Goals (Schedule D); and/or
- B. Documentation of Good Faith Efforts (Schedule H).

If a Respondent's compliance plan falls short of the Contract Specific Goals, the Respondent must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE and WBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the Respondent or contractor commits to make good faith efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

MBE Contract Specific Goal: 28%
WBE Contract Specific Goal: 8%

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the Respondent's responsiveness, the MBE and WBE Contract Specific Goals shall be percentages of the Respondent's total base bid. However, the MBE and WBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

I. Contract Specific Goals and Contract Modifications

1. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs and WBEs to meet the Contract Specific Goals.

- a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
- b. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.

2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

II. Definitions

"Area of Specialty" means the description of a MBE's or WBE's activity that has been determined by the Chief Procurement Officer to be most reflective of the firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE or WBE to perform work within its Area of Specialty. It is the responsibility of the Respondent or contractor to determine the capability and capacity of MBEs and WBEs to perform the work proposed.

"B.E.P.D." means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC 2-92-586.

“Broker” means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

“Chief Procurement Officer” or “CPO” means the chief procurement officer of the City of Chicago or his or her designee.

“Commercially Useful Function” means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

“Construction Contract” means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

“Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract.

“Contractor” means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

“Direct Participation” the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty directly related to the performance of the subject matter of the Construction Contract will count as Direct Participation toward the Contract Specific Goals.

“Directory” means the Directory of Minority Business MBEs and WBEs maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Respondents and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs.

“Executive Director” means the executive director of the Office of Compliance or his or her designee.

“Good Faith Efforts” means actions undertaken by a Respondent or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program’s requirements.

“Joint venture” means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

“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.

“Supplier” or “Distributor” refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

“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.

III. Joint Ventures

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

1. The MBE or WBE joint venture partner’s share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
3. Each joint venture partner executes the bid to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship

and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

C. Schedule B: MBE/WBE Affidavit of Joint Venture

Where the Respondent's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the Respondent must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
2. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
4. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

NOTE: Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as “participate in the budgeting process,” “assist with hiring,” or “work with managers to improve customer service” do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

IV. Counting MBE and WBE Participation Towards the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The “Percent Amount of Participation” depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a Respondent’s compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm certified as both a MBE and a WBE may only be listed on the Respondent’s compliance plan under one of the categories, but not both. Additionally, a firm that is certified as both a MBE and a WBE could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE or WBE firm, depending on which certification that dual-certified firm chooses to count itself as.

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
 - 1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.

- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- C. If the MBE or WBE performs the work itself:
 - 1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals

- D. If the MBE or WBE is a manufacturer:
 - 1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Respondent or contractor.

- E. If the MBE or WBE is a distributor or supplier:
 - 1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.

- F. If the MBE or WBE is a broker:
 - 1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - 2. As defined above, Brokers provide no commercially useful function.

- G. If the MBE or WBE is a member of the joint venture contractor/Respondent:
 - 1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals.
 - i. OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
 - 2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.

- H. If the MBE or WBE subcontracts out any of its work:
 - 1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - 2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).

3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

V. Procedure to Determine Bid Compliance

The following Schedules and requirements govern the Respondent's or contractor's MBE/WBE proposal:

A. Schedule B: MBE/WBE Affidavit of Joint Venture

1. Where the Respondent's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the Respondent must submit with its bid a Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.

B. Schedule C

The Respondent must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. The City encourages subcontractors to utilize the electronic fillable format Schedule C, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C has been submitted with the bid, an executed original Schedule C must be submitted by the Respondent for

each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The Respondent must submit a Schedule D with the bid. The City encourages Respondents to utilize the electronic fillable format Schedule D, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The Respondent is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A Respondent or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Respondents shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the Respondent or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the Respondent or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the Respondent or contractor must comply with the provisions in Section VII.

D. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid.

Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

E. Schedule F: Report of subcontractor Solicitations for Construction Contracts

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the Respondent. Failure to submit the Schedule F may render the bid non-responsive.

F. Schedule H: Documentation of Good Faith Efforts to Utilize MBEs and WBEs on Construction Contract

1. If a Respondent determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Schedule C, Log of Contacts.
2. If the Respondent's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the Respondent must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest Respondent. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
3. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
 - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Names, addresses, emails and telephone numbers of firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
 - c. Evidence of contact, including:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
 - v. Bids received from all subcontractors.
 - d. Documentation of Respondent or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a Respondent or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other Respondents or contractors are prohibited.
- H. Prior to award, the Respondent agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.

- I. If the City determines that the Compliance Plan contains minor errors or omissions, the Respondent or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.

VI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H to determine whether the Respondent or contractor has made good faith efforts, the performance of other Respondents or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the Respondent's efforts to:
 - 1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The Respondent or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The Respondent or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.
 - 2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
 - 3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - 4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a Respondent's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
 - 5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.

6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
 7. Make good faith efforts, despite the ability or desire of a Respondent or contractor to perform the work of a contract with its own organization. A Respondent or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
 8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the Respondent or contractor might otherwise prefer to perform these work items with its own forces.
 9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or Respondent or contractor.
 10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
 11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the Respondent disagrees with the City's determination that it did not make good faith efforts, the Respondent may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

- A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Chief Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the Respondent or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The Respondent or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where

there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
 2. Failure of performance;
 3. Financial incapacity;
 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
 7. The subcontractor's withdrawal of its bid or proposal; or
 8. De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.)
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The Respondent or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.
 3. Where the Respondent or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the Respondent or contractor may substitute with a non-MBE or non-WBE.
 4. If a Respondent or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the Respondent or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the Respondent's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

VIII. Reporting and Record Keeping

- A. During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE and WBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <http://chicago.mwdb.com>

- C. The Chief Procurement Officer or any party designated by the, Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE

participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.

- D. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

IX. Non-Compliance

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- D. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE or WBE may recover damages from the contractor.

Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE or WBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights are non-waivable and take precedence over any agreement to the contrary, including but not limited to those

contained in a subcontract, suborder, or communicated orally between a contractor and a MBE or WBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

A MBE or WBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties.

The MBE or WBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE or WBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

XI. Equal Employment Opportunity

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to Respondent or contractor and subcontractor obligations.

EXHIBIT G: PERFORMANCE AND PAYMENT BOND TEMPLATE

RIDER ATTACHED

CONTRACTOR'S PERFORMANCE & PAYMENT BOND

Know All Men by these Presents, That we, **COMPANY NAME**
STREET ADDRESS
CITY, STATE ZIP CODE

Principal, hereinafter referred to as Contractor, and _____,
Surety of the County of _____ and State of _____, are held and firmly bound unto the
CITY OF CHICAGO in the penal sum of:

--- Dollar Amount in Words and 00/100 Dollars (\$) ---) ---

lawful money of the United States, for the payment of which sum of money, well and truly to be made,
we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

Sealed with our seals and dated this _____ day of _____, 20____.
Condition of the Above Obligation is such, that whereas the above bounden Contractor has
entered into a certain contract with the City of Chicago, bearing

Contract No. XXXXXX and Specification No. XXXXXX all in conformity with said contract, for,

Furnishing the City of Chicago, **Name of User Department**, all labor, tools, material, and equipment
required and necessary for the project known as:

[Project Name]

* The attached rider is incorporated herein by reference.

Now, if the said Contractor shall in all respects well and truly keep and perform the said contract on
its part, in accordance with the terms and provisions of all of the Contract Documents comprising said
contract, and in the time and manner therein prescribed, and further shall save, indemnify, and keep
harmless the City of Chicago against all loss, damages, claims, liabilities, judgments, costs and expenses
which may in anywise accrue against said City of Chicago, in consequence of the granting of said
contract, or which may in anywise result therefrom, or which may result from strict liability, or which
may in anywise result from any injuries to, or death of, any person, or damage to any real or personal
property, arising directly or indirectly from or in connection with, work performed or to be performed
under said contract by said Contractor, its Agents, Employees or Workmen, assignees, subcontractors, or
anyone else, in any respect whatever, or which may result on account of any infringement of any patent
by reason of the materials, machinery, devices or apparatus used in the performance of said contract, and
moreover, shall pay to said City any sum or sums of money determined by the Purchasing Agent, and/or
by a court of competent jurisdiction, to be due said City by reason of any failure or neglect in the
performance of the requirements of said contract, wherefore the said Purchasing Agent shall have elected
to suspend or cancel the same, and shall pay all claims and demands whatsoever, which may accrue to each
and every materialman and subcontractor, and to each and every person who shall be employed by the said
Contractor or by its assignees and subcontractors, in or about the performance of said contract, and with
wages paid at prevailing wage rates if so required by said contract, and shall insure its liability to pay the
compensation, and shall pay all claims and demands for compensation which may accrue to each and every
person who shall be employed by them or any of them in or about the performance of said contract, or
which shall accrue to the beneficiaries or dependents of any such person, under the provisions of the
Workers' Compensation Act, 820 ILCS 305, as amended, and the Workers' Occupational Disease Act, 820

ILCS 310, as amended (hereinafter referred to as "Acts") then is this obligation to be null and void, otherwise to remain in full force and effect.

And it is hereby expressly understood and agreed, and made a condition hereof, that any judgement rendered against said City in any suit based upon any loss, damages, claims, liabilities, judgements, costs or expenses which may in anywise accrue against said City as a consequence of the granting of said contract, or which may in anywise result therefrom, or which may in anywise result from any injuries to, or death of, any person, or damage to any real or personal property; arising directly or indirectly from, or in connection with, work performed, or to be performed under said contract by said Contractor or its agents, employees or workmen, assignees, subcontractors, or anyone else and also any decision of the Industrial Commission of the State of Illinois; and any order of court based upon such decision, or judgement thereon, rendered' against said City of Chicago in any suit or claim arising under the aforementioned Acts when notice of the pendency or arbitration proceedings or suit shall have been given said Contractor, shall be conclusive against each and all parties to this obligation, as to amount, liability and all other things pertaining thereto.

Every person furnishing material or performing labor in the performance of said contract, either as an individual, as a subcontractor, or otherwise, shall have the right to sue on this bond in the name of the City of Chicago for his use and benefit and in such suit said person as plaintiff, shall file a copy of this bond, certified by the party or parties in whose charge this bond shall be, which copy shall be, unless execution thereof be denied under oath; prima facie evidence of the execution and delivery of the original; provided, that nothing in this bond contained shall be taken to make the City of Chicago liable to any subcontractor, materialman, laborer or to any other person to any greater extent than it would have been liable prior to the enactment of the Public Construction Bond Act, 30 ILCS 5 5 0 , as amended; provided further, that any person having a claim for labor and materials furnished in the performance of this contract shall have no right of action unless he shall have filed a verified notice of such claim with the Clerk of the City of Chicago within one hundred eighty (180) days after the date of the last item of work or the furnishing of the last item of materials, and shall have furnished a copy of such verified notice to the contractor within ten (10) days of the filing of the notice with the City of Chicago. Such claim shall be verified and shall contain the name and address of the claimant, the business address of the claimant within the State of Illinois, if any, or if the claimant be a foreign corporation having no place of business with the State the principal place of business of said corporation, and in all cases of partnership the names and residences of each of the partners, the name of the contractor for the City of Chicago, the name of the person, firm or corporation by whom the claimant was employed or to whom such claimant furnished materials, the amount of the claim and a brief description of the public improvement for the construction or installation of which the contract is to be performed. Provided, further that no defect in the notice herein provided for shall deprive the claimant of his right of action under the terms and provisions of this bond unless it shall affirmatively appear that such defect has prejudiced the rights of an interested party asserting the same; provided, further, that no action shall be brought until the expiration of one hundred twenty (120) days after the date of the last item of work or of the furnishing of the last item of material, except in cases where the final settlement between the City of Chicago and the Contractor shall have been made prior to the expiration of the 120-day period in which case action may be taken immediately following such final settlement, and provided, further that no action of any kind shall be brought later than six (6) months after the acceptance by the City of Chicago of the completion of work. Any suit upon this bond shall be brought only in a circuit court of the State of Illinois in the judicial district in which the contract shall have been performed.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of any of the Contract Documents comprising said contract, or to the work to be performed thereunder, shall in anywise affect the obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract Documents or to the work.

(Seal)
Approved: _____, 20____

(Seal)
Chief Procurement Officer

(Seal)

(Seal)

(Seal)

CONTRACTOR

By: President

Attest: Secretary

PRINCIPAL
IF CORPORATION

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____ President and
_____ Secretary of the _____
who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument as
such _____ President and _____ Secretary, appeared
before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as
their free and voluntary act, and as the free and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

SURETY, IF CORPORATE

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
_____ of the _____ who _____ personally known
to be the same person _____ whose name _____ subscribed in the foregoing instrument as such _____
_____, appeared before me this day in person and acknowledged that _____
signed, sealed and delivered the said instrument of writing as _____ free and voluntary act, and as the free
and voluntary act of the said _____
for the uses and purposes therein set forth, and caused the corporate seal of said Company to be thereto attached.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

PRINCIPAL
IF INDIVIDUAL

STATE OF ILLINOIS, }
COUNTY OF COOK, } ss.

I, _____, a Notary Public in and for the County and State
aforesaid, DO HEREBY CERTIFY that _____
who _____ personally known to me to be the same persons whose name _____ subscribed in the foregoing
instrument, appeared before me this day in person and acknowledged that _____ he _____ signed, sealed and delivered the
said instrument of writing as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____ 20____

Notary Public

RIDER TO CONTRACTOR'S PERFORMANCE AND PAYMENT BOND

This Rider supplements Contractor's Performance and Payment Bond ("Bond") on that certain contract with the City of Chicago ("City") bearing Contract No. _____ and Specification No. _____ ("Contract"). Surety acknowledges that the Contract requires Contractor to obtain from each of its subcontractors consent to a collateral assignment of their contracts with Contractor to the City. The Contract further grants the City the right, upon Contractor's default for failure to comply with Chapter 4-36 of the Municipal Code of the City, and at the City's sole option, to take over and complete the work to be performed by Contractor through the City's assumption of some or all of Contractor's subcontracts. If the City, in its sole discretion, exercises this right, then Surety waives any rights it may have to cure Contractor's default by performing the work itself or through others and remains bound by its other obligations under the Bond.

FORM 1: RFP RESPONSE CHECKLIST

JOINT PUBLIC SAFETY TRAINING ACADEMY REQUEST FOR PROPOSALS (RFP) PROPOSAL SUBMITTAL ADMINISTRATIVE CHECKLIST

NOTE: THIS CHECKLIST IS INTENDED TO ASSIST RESPONDENTS BUT MAY NOT BE A COMPLETE LIST OF REQUIRED DOCUMENTATION. RESPONDENT IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS PROPOSAL INCLUDES ALL REQUIRED DOCUMENTS.

Section 1 – General Information

- Part A- Proposal Cover Letter (Form 2)
- Part B - Executive Summary
- Part C - Respondent Information (Form 3)
- Part D - Management Structure
- Part E - MBE/WBE Participation Plan and Commitments Form (Form 7)
- Part F - Workforce Development Plan

Section 2 – Design and Construction Qualifications

- Part A - Project Experience
 - Design Experience (Form 4-A)
 - Construction Experience (Form 4-B)
 - Past Project References Contact Information (Form 5)
 - Past Project Descriptions
- Part B - Design/Build Key Personnel
 - Key Personnel Qualifications and Resumes
 - Commitment of Design/Build Key Personnel to Project
- Part C - Construction Project Management Qualifications
 - Budgets and Cost Controls on Past Projects
 - Ability to Meet Schedules on Past Projects

Section 3 – Project Approach

- Project Delivery Approach
 - Part A - Overall Project Delivery Approach

- Part B - Collaborative Design Approach
- Part C - Conceptual Design
- Part D - Construction Implementation Plan

Section 4 – Proposal Pricing Commitments

- Proposal Pricing Commitments (Form 6)

Section 5 – Administrative Submittals

- Part A - RFP Response Check List (Form 1)
- Part B - Surety Letter(s)
- Part C - Confidential Contents Index
- Part D - Legal Stipulations
- Part E - Conflicts of Interest
- Part F - Insurance
- Part G - Exceptions
- Part H - Economic Disclosure Statement (EDS) (Form 8)

FORM 2: PROPOSAL COVER LETTER TEMPLATE

To be duplicated and completed on Respondent's company letterhead

(Date)

Chicago Infrastructure Trust
35 East Wacker Drive, Suite 1450
Chicago, Illinois 60601

Re: Joint Public Safety Training Academy RFP Response

Dear Ms. Darling:

On behalf of (Full legal name of Respondent), I am pleased to submit our response to the Chicago Infrastructure Trust's ("CIT") Request for Proposals ("RFP") for the Joint Public Training Academy Project. I state the following:

1. I have full authority to bind (Full legal name of Respondent) with respect to this RFP response and any oral or written presentations and representations regarding this RFP response made to the CIT or the City of Chicago ("City").
2. (Full legal name of Respondent) has read and understands the RFP and is fully willing, capable, and qualified to provide the design and construction services needed to deliver the comprehensive JPSTA project, as described within the RFP.
3. I have read and understand the RFP, including addenda numbers _____. If none were issued, indicate "NONE".
4. (Full legal name of Respondent) understands that the CIT and the City will rely on accuracy of this RFP response and the (Full legal name of Respondent) agrees to be bound by its representations and statements made herein and in any oral or written RFP presentation(s) made during the evaluation and selection process.
5. If requested by the CIT or City, (Full legal name of Respondent) agrees to furnish additional information or documentation and/or to participate in oral presentations / interviews to assist the CIT and the City's Proposal evaluations.
6. (Full legal name of Respondent) acknowledges that the GMP Schematic Design Phase is part of the selection process for award of a design-build agreement, and if (Full legal name of Respondent) is chosen as the Selected Respondent it commits to completing the GMP Schematic Design Phase services, as outlined in, and pursuant to, RFP Sections 3 & 4 and acknowledges and agrees that it will be compensated for its GMP Schematic Design Phase services, if at all, only in accordance with the conditions stated within the RFP in general and as specifically defined in RFP Section 4.2.2.
7. Neither I nor (Full legal name of Respondent) has any beneficial interest in or relationship with any other party working or performing services for, or otherwise affiliated with, the

CIT or the City; and has no conflict of interest which could interfere with the provision of services to the City.

8. (Full legal name of Respondent) understands that the CIT and the City will rely upon the material representations set forth in the Proposal and that (Full legal name of Respondent) has a continuing obligation to update and inform the CIT and City in writing of any material changes or errors to their RFP Response. If the CIT and the City determine that any information provided in the RFP response is false, incomplete or inaccurate, or if any provision of the requirements of the RFP is violated, any subsequent Project agreement may be void or voidable, and the CIT and the City may pursue any remedies under the Contract, at law, or in equity, including terminating the (Full legal name of Respondent) participation in the project or transaction and/or declining to allow the (Full legal name of Respondent) to participate in future CIT and/or City transactions.
9. It is understood that an original and multiple copies of the RFP Response have been submitted for consideration. (Full legal name of Respondent) warrants that all copies are identical to the original in all respects.
10. I declare that all required forms provided in this RFP Response have been examined by me and to the best of my knowledge and belief are true, correct, and complete.
11. (Full legal name of Respondent) understands and acknowledges that the certifications, disclosures, and acknowledgments contained within this RFP Response may become a part of any subsequent Project contract awarded to the Respondent by the City.
12. (Full legal name of Respondent) has designated the following individual as their Respondent Representative, per RFP Section 8.2:

Name:	Title:
_____	_____
Phone:	Email:
_____	_____
Organization:	Address:
_____	_____

Signed: _____

Typed/lettered name of signatory

As: _____
(Relationship to Respondent/Title/etc.)

FORM 3: RFP RESPONDENT TEAM INFORMATION

Submit one copy of Form 3 for each of the following:

- **RFP Respondent** - Complete Parts A through G
- **Lead Design/Engineering Firm(s)** – Complete Parts A, B, C and E
- **Lead Contractor** – Complete Parts A, B, C and D
- **Public Safety Specialist Design, Engineer and/or Construction Firms or Consultants** (identified in Part G) – Complete Part B only

A. Name of Respondent: _____

Name of Firm: _____

Year Established: _____ Individual Contact: _____

Federal Tax ID No.: _____ Telephone No.: _____

Fax No.: _____

Name of Local Contact: _____

Name of Respondent: _____

Business Organization

- Corporation
- Partnership
- Joint
- Venture/Consortium
- Limited Liability Company
- Other (describe)

B. Business or Consultant Name: _____

Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

Contact Email Address: _____

Years of Operation: _____

- C. Lead Contractor, Lead Engineering Firm Information and Specialist Design, Engineer and Construction Firms. If the Lead Contractor or Lead Engineering Firm is a joint venture, consortium, partnership or limited liability company, indicate the name and role of each joint venturer, consortium member, partner or limited liability company member (as applicable) in the spaces below.

NAME AND ADDRESS	PROPOSED ROLE WITHIN THE CONSORTIUM, JOINT VENTURE, LIMITED LIABILITY COMPANY OR PARTNERSHIP	CURRENT OR EXPECTED PERCENTAGE OF INTEREST WITHIN THE CONSORTIUM, JOINT VENTURE, LIMITED LIABILITY COMPANY OR PARTNERSHIP AND TYPE OF INTEREST (IF APPLICABLE)

- D. Respondent Team Information- Lead Contractor. In the chart below, list the members of the Lead Contractor and the percentage interest of each member. If a member is a joint venture, consortium, partnership or limited liability company, indicate the entities making up the joint venture, consortium, partnership or limited liability company and their percentage interest in the entity.

LEAD CONTRACTOR MEMBER NAME (COMPOSITION OF LEAD CONTRACTOR)	PERCENTAGE INTEREST IN RESPONDENT
Example: Contractor JV (Joint Venturer #1 - 75%) (Joint Venturer #2 - 25%)	50%
Member 1:	
Member 2:	
Member 3:	

- E. Respondent Team Information - Lead Engineering Firm. In the chart below, list the Lead Engineering Firm of the Respondent team in the appropriate box. If the Lead Engineering Firm is a joint venture, consortium, partnership or limited liability company, indicate the entities making up the joint venture, consortium, partnership or limited liability company and their percentage interest in the Lead Engineering Firm entity.

LEAD ENGINEERING FIRM NAME (COMPOSITION OF THE LEAD ENGINEERING FIRM)	PERCENTAGE INTEREST IN LEAD ENGINEERING FIRM
<p style="text-align: center;">Example: Lead Engineer- Engineer JV (Designers Inc- 60%) (Engineer Co.- 40%)</p>	
Member 1:	
Member 2:	
Member 3:	

- F. Respondent Team Information - Other. In the chart below, list any other members of the Respondent team not identified above in the appropriate box. If the other member is a joint venture, consortium, partnership or limited liability company, indicate the entities making up the joint venture, consortium, partnership or limited liability company and their percentage interest in the entity.

FIRM NAME (COMPOSITION OF FIRM)	PERCENTAGE INTEREST IN FIRM
<p style="text-align: center;">Example: Firm: Other JV (Firm A- 60%) (Firm B – 40%)</p>	
Member 1:	
Member 2:	
Member 3:	

G. Respondent Team Information – Public Safety Specialist Design, Engineer and Construction Firms. In the chart below, list any other members of the Respondent team that will be responsible for the design and/or construction of specialized components of the Joint Public Safety Academy for example: Burn tower, shooting range, driving pad, mock village.

FIRM NAME	PROPOSED ROLE WITHIN THE CONSORTIUM, JOINT VENTURE, LIMITED LIABILITY COMPANY OR PARTNERSHIP

AUTHORIZED REPRESENTATIVE:

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the Official Representative of the entity to which this form relates:

By: _____ Print Name: _____
 Title: _____ Date: _____

[Please make additional copies of this form as needed]

FORM 4A: DESIGN PROJECT EXPERIENCE

List a minimum of two projects that demonstrate the Project Team’s engineering/design experience in delivering projects of similar scope and complexity to the JPSTA Project. List at least one example of a project whose experience is directly is applicable to a Police Training facility and at least one example of project whose experience is directly is applicable to a Fire Training facility.

ENGINEER/ DESIGN COMPANY (1)	PROJECT NAME AND LOCATION (2) (3)	PROJECT COST (4) (5)	START/END DATES	% OF WORK COMPLETED	COMPANY’S ROLE ON PROJECT	LEVEL OF COMPANY’S PARTICIPATION (6) (\$/%)

Notes:

- (1) In the case of an experience provided by a company or individual other than the Lead Engineering/Design Firm specify the role that the company or individual will play on the Project Team.
- (2) Only list projects on which the Project Team has worked within the past ten (10) years.
- (3) Only list projects where proposed Project Team Members played a meaningful role in the project and who are anticipated to perform equivalent design and engineering work for the JPSTA Project.
- (4) In thousands of United States Dollars. For foreign projects please identify foreign currency exchange rates used in Dollar conversion.
- (5) Project Cost means the total budgeted construction cost for projects still under construction and total final construction cost for completed projects.
- (6) Company’s participation in terms of money and percentage of the design and engineering work for the listed project.

FORM 4B: CONSTRUCTION PROJECT EXPERIENCE

List a minimum of two projects that demonstrate the Project Team’s construction experience in delivering projects of similar scope and complexity to the JPSTA Project. List at least one example of a project whose experience is directly applicable to a Police Training facility and at least one example of project whose experience is directly applicable to a Fire Training facility.

CONTRACTOR COMPANY (1)	PROJECT NAME AND LOCATION (2) (3)	PROJECT COST (4) (5)	START/END DATES	% OF WORK COMPLETED BY	COMPANY’S ROLE ON PROJECT	LEVEL OF COMPANY’S PARTICIPATION (6) (\$/%)

Notes:

- (1) In the case of experience provided by a company or individual other than the Lead Contractor specify the role the company or individual will play on the Project Team.
- (2) Only list projects on which the Project Team has worked within the past ten (10) years.
- (3) Only list projects where proposed Project Team Members played a meaningful role in the project and who are anticipated to perform equivalent construction management work for the JPSTA Project.
- (4) In thousands of United States Dollars. For foreign projects please identify foreign currency exchange rates used in Dollar conversion.
- (5) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (6) Show company’s participation in terms of money and percentage of the construction work for the listed project.

FORM 5: REFERENCES CONTACT INFORMATION

Provide reference check contact information for people capable of verifying project experience listed on Forms 4A and 4B within the Table below. References who are unable to be contacted may be disregarded by CIT at its own discretion.

Note: Respondents may include additional relevant project references on Form 5 for entities identified in the Proposal for which project experience has not been provided.

RESPONDING TEAM MEMBER	PROJECT NAME	CONTACT NAME	COMPANY/ AGENCY	CURRENT ADDRESS	PHONE NUMBER	E-MAIL
ENGINEERING/DESIGN	1.					
	2.					
	3.					
	4.					
	5.					
CONTRACTOR FIRM	1.					
	2.					
	3.					
	4.					
	5.					

FORM 6: PROPOSAL PRICING COMMITMENTS

Each Respondent must complete this submittal form in its entirety. Any Proposal that does not include this Form 6, or includes an incomplete Form 6, will be deemed “Non-Responsive”. Maximum Cost Caps, Unit Costs, and Percentage Mark-up Fees, provided here shall not fluctuate or be eligible for revision.

PART A

MAXIMUM DESIGN COST CAP

Instructions:

In the table below each Respondent must provide their bid for the maximum total cost of the complete Project design, expressed as a percentage of the Project’s total GMP. The capped total design cost or “Maximum Design Cost” as it appears in this Part A of Form 6 shall specifically mean the total cost for all Project Design Services and deliverables as defined in the DB Agreement Template provided in RFP Volume II, including all 3rd party reimbursable site investigation costs and all construction administration services provided by design/engineering professionals. Design services compensation will be based on the City approved DB invoices documenting hours worked at previously agreed to hourly rates plus third-party reimbursable costs for site investigations. Total design services compensation, including construction administration, cannot exceed the Maximum Design Cost as calculated by multiplying the GMP by the maximum design cost percentage provided in this Form 6 Part A.

DESCRIPTION	MAX COST (% of GMP)
MAXIMUM TOTAL DESIGN COST (as percentage of total Project GMP)	%

PART B

MAXIMUM GENERAL CONDITIONS + GENERAL REQUIREMENTS COST CAP

Instructions:

In the table below each Respondent must provide their bid for the maximum combined total cost of the Project’s General Conditions and General Requirements, expressed as a percentage of the Project’s total GMP. The capped “Maximum General Conditions and General Requirements Cost” as it appears in this Part B of Form 6 shall specifically mean the maximum combined total cost of all construction project management services and temporary jobsite equipment and services as described in the General Conditions and General Requirements sections of the DB Agreement Template Provided in RFP Exhibit A, Section 4.2

DESCRIPTION	MAX COST (% of GMP)
MAXIMUM TOTAL GENERAL CONDITIONS + GENERAL REQUIREMENTS COST	%

PART C

DESIGN-BUILDER FEE MULTIPLIER

Instructions:

In the table below each Respondent must provide their bid for the percentage mark-up multiplier that will be applied to eligible Project costs that will determine the Design-Builder fee. The (“Design-Builder Fee Multiplier”) as it appears in this Part C of Form 6 shall specifically mean the fixed percentage mark-up applied to all eligible and documented Project costs to determine the total compensation for the Design-Builder’s overhead and profit. The Design-Builder Fee Multiplier provided in the table below will be a fixed percentage multiplier applied to eligible and documented Project costs as outlined in RFP Exhibit A, Section 4.3.

DESCRIPTION	FEE MULTIPLIER
DESIGN-BUILDER FEE MULTIPLIER (percentage multiplier applied to Project costs)	%

PART D

DESIGN SERVICES HOURLY LABOR RATE SCHEDULE

Instructions:

Each Respondent must provide an hourly labor rate schedule, similar to the format shown below, for design and engineering professionals, as described in Exhibit A, Section 4.4.

DESIGN SERVICES POSITION	FULLY LOADED HOURLY RATE (\$)
Example (Lead Architect)	\$ XX.XX
	\$ XX.XX

PART E

GENERAL CONDITIONS HOURLY LABOR RATE SCHEDULE

Instructions:

Each Respondent must complete an hourly labor rate schedule, similar to the format shown below, for personnel anticipated to participate in management and coordination of the JPSTA construction phase, as outlined in Exhibit A, Section 4.5.

Note: The schedule does not need to include hourly rates for Third-Party General Requirement costs.

GENERAL CONDITIONS POSITION	HOURLY RATE (\$)
Example (Construction Project Manager)	\$ XX.XX
	\$ XX.XX

FORM 7: MINORITY AND FEMALE EMPLOYEE UTILIZATION COMMITMENTS

In accordance with Chapter 2-92 of the Municipal Code of Chicago, and in order to promote equality of opportunity for minority and female personnel on this project, each Respondent is invited to propose the minority and female employee utilization goals for the project, as percentages of the journeyworker and apprentice and laborer hours to be expended in the construction of the project.

Actual amounts of minority and female work will be measured for the total hours of construction workers employed on the projects within each of the categories of journeyworkers, apprentice, laborers by the contractor and all of the worksite subcontractors.

Line 1	Percentage of the total journeyworker hours that the Respondent proposes to be worked by minority Journeyworkers during construction of the Project.	_____ %
Line 2	Percentage of the total Apprentice hours that the Respondent proposes to be worked by minority Apprentices during construction of the project.	_____ %
Line 3	Percentage of the total Laborer hours that the Respondent proposes to be worked by minority Laborers during construction of the project.	_____ %
Line 4	Percentage of the total journeyworker hours that the Respondent proposes to be worked by female Journeyworkers during construction of the project.	_____ %
Line 5	Percentage of the total Apprentice hours that the Respondent proposes to be worked by female Apprentices during construction of the project.	_____ %
Line 6	Percentage of the total Laborer hours that the Respondent proposes to be worked by female Laborers during construction of the project.	_____ %

The Respondent is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for noncompliance. The Respondent hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the proposal on Lines 1 through 6 above, covering Journeyworkers, Apprentices, and Laborers, respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the Respondent.

In calculating the aggregated work hours toward the utilization goal for construction Journeyworkers, Apprentices, or Laborers under this chart, the Respondent shall be given 150% credit for every work hour performed by a minority or woman worker residing within a socio-economically disadvantaged area. The criteria for designation of an area as socio-economically disadvantaged, which include but are not limited to the median family income of an area, is set forth in rules promulgated by the Commissioner of Planning and Development. Areas designated as socio-economically disadvantaged at the time of this procurement are shown on the map attached in Exhibit G of the ITP.

Liquidated Damages

Liquidated damages will be assessed based on the Selected Respondent’s failure to meet its utilization goals

For each one percent (1%) deficiency of minority journeyworkers not utilized toward the goal (Line 1), four cents for each hundred dollars of total construction costs, calculated as follows:

Total Construction Cost	X	.04
100		

Each one percent (1%) deficiency of shortfall toward the goal line (Line 4) for female Journeyworkers shall be computed in the same way.

For each one percent (1%) deficiency of minority Apprentices not utilized toward the goal (Line 2), three cents per each hundred dollars of total construction costs, calculated as follows:

Total Construction Cost	X	.03
100		

Each one percent (1%) of shortfall toward the goal (Line 5) for female Apprentices shall be computed in the same way.

For each one percent (1%) deficiency of minority Laborers not utilized towards the goal (Line 3), one cent per each hundred dollars of total construction costs, calculated as follows:

Total Construction Cost	X	.01
100		

Each one percent shortfall toward the goal (Line 6) for female Laborers shall be computed in the same way.

Reporting

The Contractor shall submit to the City on a timely basis a completed weekly certified payroll, (U.S. Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or equivalent) with race and gender of employees clearly named or coded each week. The Contractor is responsible for forwarding every worksite subcontractor's weekly certified payroll. Supportive information regarding an employee's race, gender or work classification of such is required by the City. Failure to report fully all required workforce information will subject the contractor to the maximum possible liquidated damages per the formulas above.

In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel for purposes of calculating progress toward the above utilization goals:

Black	—	Persons having origins in any of the Black racial groups of Africa.
Hispanic	—	Persons of Mexican, Puerto Rican, Cuban, Central American, or other Spanish culture or origin, regardless of race.
Native American	—	Persons who are American Indians, Eskimos, Aleuts or Native Hawaiians.
Asian Pacific	—	Persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories or the Northern Marianas.
Asian Indian	—	Persons whose origins are from India, Pakistan, or Bangladesh.

Included as "Journeyworkers" are the construction site Journeyworkers from the major trades including, without limitation, truck drivers, electrical groundsmen, and elevator construction helpers. Other "Helpers," watchmen, custodial workers, clerical workers, and salaried superintendents are not creditable. Hourly wage "Foremen" and "General Foremen" will be counted as journeyworkers.

Included as "Apprentices" are only bona fide Apprentices currently in a training program certified by the U.S. Department of Labor — Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not creditable. Individual workers who are both minority and female will have their hours counted towards both a minority goal and any female goal.

FORM 8: ECONOMIC DISCLOSURE STATEMENT

Respondents are required to submit filled out EDS forms (Form 8) for every entity that has a controlling interest in the Respondent team. Answers to FAQs and further instructions can be found in Section 2 of this Form 8.

EDS Submission

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT
SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. the Applicant

OR

2. a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name:

OR

3. a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: _____

C. Telephone: _____ Fax: _____ Email: _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one):

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

G. Which City agency or department is requesting this EDS?_

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- Person
- Limited liability company
- Publicly registered business corporation
- Limited liability partnership
- Privately held business corporation
- Joint venture
- Limited partnership
- Sole proprietorship
- Not-for-profit corporation
- General partnership (Is the not-for-profit corporation also a 501(c)(3))?
 Yes No
- Trust
- Limited partnership
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No Organized in Illinois

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business	Address	Percentage Interest in the Applicant

SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? Yes No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?

Yes No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC") in the Disclosing Party?

Yes No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist etc.)	Fees (indicate whether paid or estimated) NOTE: "hourly rate" or "t.b.d." is not an acceptable answer
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes" has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any “Contractor” (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, “Disclosure of Subcontractors and Other Retained Parties”);
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other Respondents or prospective Respondents, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among Respondents or prospective Respondents, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of

any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any “controlling person” [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any “sister agency”; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article’s permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management (“SAM”).

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party’s knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with “N/A” or “none”).

13. To the best of the Disclosing Party’s knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a “gift” does not

include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)
 is is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name

of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name Business Address Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

___ 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

___ 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes No Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes No

If you checked "No" to question (1) or (2) above, please provide an explanation:

SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be

made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and Appendices A and B (if applicable), on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and Appendices A and B (if applicable), are true, accurate and complete as of the date furnished to the City.

(Print or type exact legal name of Disclosing Party)

By: _____

(Sign here)

(Print or type name of person signing)

(Print or type title of person signing)

Signed and sworn to before me on (date) _____,

at _____ County, _____ (state).

Notary Public

Commission expires: _____

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS
AND DEPARTMENT HEADS**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof currently has a “familial relationship” with any elected city official or department head. A “familial relationship” exists if, as of the date this EDS is signed, the Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

“Applicable Party” means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. “Principal officers” means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any “Applicable Party” or any Spouse or Domestic Partner thereof currently have a “familial relationship” with an elected city official or department head?

Yes No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX B**

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes No The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

EDS Frequently Asked Questions

The City of Chicago (the "City") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any City agency, department or City Council action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any City action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers. For purposes of this EDS:

"Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval.

"Disclosing Party" means any entity or person submitting an EDS. If the Disclosing Party is participating in a matter in more than one capacity (for example, as underwriter and limited partner in a multi-family housing transaction), please indicate each such capacity in Section I.F. of the EDS.

"Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted in any of the following three circumstances:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
2. Entities holding an interest: Whenever a legal entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
3. Controlling entities: Whenever a legal entity directly or indirectly controls the Applicant, each such controlling legal entity must file an EDS on its own behalf.