COOK COUNTY GOVERNMENT
Office of the Chief Procurement Officer

Request for Qualifications
RFQ No. 2661-08130
for
Construction Management at Risk Services
for
Elevator Upgrades and Modernizations for the Cook County Criminal Courts Administration Building, Cook County Criminal Courts Building, and Cook County Domestic Violence Courthouse

Required for use by
Cook County Department of Capital Planning and Policy

PRE-SUBMITTAL MEETING: DATE, TIME & LOCATION:	**Wednesday, October 21, 2026 at 11:00 A.M. CST**
TEAMS MEETING:	**https://teams.microsoft.com/meet/227442540219795?p=BJo0DSQhNojFl6O0IU** **Meeting ID: 227 442 540 219 795** **Passcode: uf6Jj9Di**
QUESTIONS DEADLINE:	**Wednesday, October 28, 2026 at 4:00 P.M. CST** **All questions shall be submitted in writing via Bonfire: https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities**
QUALIFICATIONS DUE: DATE & TIME	**Wednesday, November 11 2026 at 10:00 A.M. CST** All submittals are to be in PDF format and must be uploaded to: **https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities** following the instructions set forth in the RFQ

***All times referenced in this document are in the Central time zone.**

Toni Preckwinkle
Cook County Board President

Raffi Sarrafian
Chief Procurement Officer

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1. GENERAL INFORMATION

1.1 Pre-Qualification Status/Process

Cook County invites the submission of responses to this Request for Qualifications (RFQ) for Construction Management at Risk (CMAR) services for three Elevator Upgrade and Modernization projects at the Cook County Administration Building (CCAB), Cook County Criminal Courts Building, and the Cook County Domestic Violence Courthouse.

- *Cook County Criminal Courts Administration Building (CCAB – 27053)*
  The CCAB located at 2650 S. California Ave contains eleven (11) elevators.
- *Cook County Criminal Courts Building (CCB – 27056)*
  The CCB located at 2650 S. California Ave contains thirteen (13) elevators.
- *Cook County Domestic Violence Courthouse (DVC – 27084)*
  The DVC located at 555 W. Harrison St. contains seven (7) elevators.

It is the intent of this CMaR to award the scope at all three courthouses to a single CMaR entity.

The Courts Buildings operate during regular business hours, 5 days a week serving the Chicago community. A detailed phasing plan will be required to maintain facility operations.

Refer to Section 2 – Scope and Exhibit 1 – Scope of Work for additional information.

1.2 Schedule

The County anticipates the following Schedule:

Advertisement Date	9/30/2026
Pre-Submittal Meeting	10/21/2026 at 11:00 a.m. CST
Deadline for Questions	10/28/2026 at 04:00 p.m. CST
Submittal Due Date and Time	11/11/2026 at 10:00 a.m. CST

1.3 Pre-Submittal Meeting

The County will hold a virtual pre-submittal meeting as shown on page one at which time representatives of the County will be present to answer any questions regarding the services requested.

Meeting details: There will be a Virtual Pre-Submittal Conference held on 10/21/2026 at 11:00 a.m. CST
TEAMS MEETING:
https://teams.microsoft.com/meet/227442540219795?p=BJo0DSQhNojFl6O0IU
Meeting ID: 227 442 540 219 795
Passcode: uf6Jj9Di

1.4 Clarifications

Inquiries regarding this RFQ must be submitted **via the Bonfire website** and must be received no later than the deadline as indicated within Section 1.2 - Schedule of this RFQ. All inquiries must reference the RFQ number. No inquiries will be accepted after the date and time deadline specified herein.

1.5 Submittal Due Date and Time

ONLY ELECTRONIC SUBMITTALS WILL BE ACCEPTED. Interested firms (Submitters) must upload their response to the RFQ ("Submittal") to the Bonfire website at the following:

https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities.

Other means of deliveries will not be accepted. The Submitter remains responsible for ensuring that its Submittal is uploaded no later than the time, date, and place indicated on the cover page of this RFQ. The County assumes no responsibility for any Submittal not so received, regardless of whether the delay is caused by some other act or circumstance. Submittals received after the time specified will not be considered. The naming convention for the file should be as follows:

2661-08130– CMAR – Vendor Name

1.6 Request for Qualifications

The County intends to enter into an agreement through this solicitation for the services described herein with the Submitter who is determined to be most qualified to perform the work subject to scope validation and fee negotiation.

An Evaluation Committee will determine the Most Qualified Firm (MQF) in accordance with Section 4 of this solicitation. The County will enter into negotiations with the MQF to validate scope and negotiate fee with the MQF. In the event the County cannot come to terms with the MQF, the County will begin scope validation and fee negotiation process with the firm ranked as the next Most Qualified Firm.

1.7 Scope Validation and Fee Negotiations

The Office of the Chief Procurement Officer (OCPO) will enter into negotiations with the MQF to establish the contract amount. At this point, the County will provide the MQF with existing building drawings, building assessment reports, and access to the facility for the firm, as available, to develop a General Conditions and Fee Breakdown (Exhibit 2). The contract amount will be based upon the General Conditions and Fee Breakdown (Exhibit 2), drafted by the MQF and negotiated with the County, with the applicable hourly rate structure category for all team personnel. The MQF will be required to submit a schedule of categorized hourly rates for its personnel performing work under the Contract, for one or more sample projects as requested by the OCPO during negotiations, to support their proposed base hourly rates. The base hourly labor rates will have an audited multiplier from the applicable team member firm for each individual. The MQF will be required to submit the most recent annual audits of the multipliers from each team member firm. The scope validation and fee submittal process shall include agreement and documentation on the duration/term of the contract. Should the OCPO and the MQF not be able to come to an agreement on the contract amount within a reasonable period, the County reserves the right to end negotiations with the MQF and proceed to negotiate with the next Most Qualified Firm in accordance with 50 ILCS 510.

1.8 Submitting Qualifications

Submitters are required to electronically submit their qualifications to the OCPO as per the instructions in Exhibit 5 - Instructions for Submitting no later than the time and date specified in this RFQ. **The OCPO will not accept hardcopy submissions**. The Submitter is responsible for ensuring that its qualifications package is properly electronically submitted to the OCPO at the due date and time specified in this RFQ.

The Submitter remains responsible for ensuring that its submission is uploaded at the time, date and manner specified. The County assumes no responsibility for any submission not so received. **Late submissions will not be accepted.**

1.9 Ethics Information

Cook County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Submitter must comply fully with the applicable ordinances.

1.10 Contracting Process

Exceptions to the standard contract terms and conditions, as stipulated in the Construction Manager at Risk Agreement (CMAR Agreement), may not be accepted. The CMAR Agreement is included in this RFQ. Upon completion of successful contract negotiations, the successful Submitter will be issued a contract to perform the project specific services and negotiated scope and compensation. Negotiation of contract terms must take place between the contractor (MQF), using agency and a representative of the Chief Procurement Officer (Cook County Code, Chapter 34, Article IV, Section 34-138. f).

The Construction Manager at Risk Agreement (CMAR Agreement) will take precedence over the RFQ if any conflicts exist.

1.11 Key Personnel

The Submitter must identify the key personnel that will be committed to the specific project. The Chief Procurement Officer reserves the right to reject any key personnel proposed if it is determined to be in the County's best interest. All key personnel must be committed to the project without competing priorities. The evaluation of submittals includes the qualifications of any new personnel proposed; therefore, Submitter must name key personnel as part of their submittal. Key Personnel must not be replaced during the project without the prior written approval of the Department of Capital Planning and Policy (DCPP) Director.

1.12 Consultants for Preconstruction and General Conditions Services

The Submittal must clearly state the identity of each team member and specify their role. The submittal must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract. The County reserves the right to accept or reject any subcontractor if, in the County's sole opinion, it is in the best interest of the County. Submitter has the right to request a written explanation of such a decision.

1.13 Objective

These services are professional in nature. It is understood that the selected Submitter acting as an individual, partnership, corporation or other legal entity, is of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the County. It is also understood that all reports, information, or data prepared or assembled by the Submitter will be confidential in nature and will not be made available to any individual or organization, except the County, without the prior written approval of the County. The Submitter shall be financially solvent as well as each of its members, if a joint venture. Additionally, its employees, agents or sub-Consultants of any tier shall be competent to perform the services required under this RFQ document.

1.14 Definitions

Definitions will be as defined in Exhibit 07, Book 1, CMAR Agreement.

2. SCOPE

2.1 Introduction

Cook County intends to contract with a Construction Manager at Risk ("CMAR") for the Elevator Upgrades and Modernizations. The County is procuring a full-service Architectural/Engineering (A/E) team to provide design services. The expectation is the CMAR will collaborate with the design team to provide pre-construction services during the design, and upon completion of the design phase, to provide the County with a Guaranteed Maximum Price (GMP).

The CMAR will be held responsible for services from design through construction completion in accordance with the agreement. The CMAR will ensure that the projects are properly coordinated, phased for construction, coordinated with users, and objectives are aligned with stakeholders.

This project will be delivered and invoiced as three (3) independent design and construction packages, one for each building.

All construction work will be performed in occupied facilities and phasing plans will be required to maintain facility operations at all times

Refer to Exhibit 1 – Scope of Work for additional information.

2.2 Contract Term

The expected term of the contract will be five (5) years for the base contract with two (2) extension options.

3. INSTRUCTIONS TO SUBMITTERS

3.1 Instructions

This RFQ provides potential Submitters with sufficient information to enable them to prepare and submit a response. This RFQ also contains the instructions governing the submittal of the response and the materials to be included therein, including County requirements, which must be met to be eligible for consideration. Submitters are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. All responses must be complete as to the information requested in this RFQ in order to be considered responsive and eligible for award. Incomplete responses may lead to rejection and be deemed non-responsive. The County is not obligated either to purchase the full services or the products proposed by the Submitter, nor to enter into an agreement with any one Submitter.

The OCPO will publish the RFQ, and other procurement notices, as well as award information, at:
Current Purchasing and Contract Opportunities (cookcountyil.gov)

Interested Submitters should note that, unless otherwise stated in these RFQ documents, there is no charge or fee to obtain a copy of the RFQ documents and respond to documents posted for competitive solicitations. Submitters intending to respond to any posted solicitation are encouraged to visit the web site above to ensure that they have received a complete and current set of documents. Some procurement notices may provide a downloadable version of the pertinent documents and any amendments to them that will be available to suppliers after they have completed a simple registration process. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format.

Any Submitters receiving a copy of procurement documents from a bid referral service and/or other third party are solely responsible for ensuring that they have received all necessary procurement documentation, including amendments and schedules. The County is not responsible for ensuring that all or any procurement documentation is received by any Submitter that is not appropriately registered with Department of Capital Planning and Policy (DCPP).

3.2 Cook County Format and Uniformity

Submitter's response to the RFQ must be in a document per the requirements outlined in Section 6.1 - Format. The Submittal material provided in response to the RFQ becomes the property of Cook County upon delivery to the Office of the Chief Procurement Officer and will be part of any contract formal document for the goods or services which are the subject of this RFQ.

To provide uniformity and to facilitate comparison of Submittals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFQ. All information submitted must be noted in the same sequence as its appearance in this RFQ. The County reserves the right to waive minor variances or irregularities.

Material should be organized following the order of the Submission Requirements, in Section 6 of the RFQ and separated by labeled tabs.

Each document uploaded must be labeled to clearly identify the RFQ number, Project, and contents of the file.

3.3 Submitter's Responsibility

The Submitter must thoroughly examine and will be held to have thoroughly examined and read the entire RFQ document. Failure of Submitter to fully acquaint themselves with existing conditions or the amount of work involved will not be a basis for requesting extra compensation after the award of a Contract.

3.4 Errors and Omissions

The Submitter is expected to comply with the true intent of this RFQ taken as a whole and must not avail itself of any errors or omission to the detriment of the services or the County. Should a Submitter suspect any error, omission, or discrepancy in the specifications or instructions, the Submitter must immediately notify the County in writing (at least 5 days before the due date), and the County will issue written corrections or clarifications. The Submitter is responsible for the contents of its Submittals and for satisfying the requirements set forth in the RFQ. Submitter will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Submitter in the process of putting the submittal together.

3.5 RFQ Interpretation

Interpretation of the wording of this document must be the responsibility of the County and that interpretation must be final.

3.6 Confidentiality

From the date of issuance of the RFQ until the due date, the Submitter must not make available or discuss its Submittal, or any part thereof, with any employee or agent of the County. The Submitter is hereby warned that any part of its Submittal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois Statutes.

Media Inquiries. The Submitter shall not respond to any media inquiries, including but not limited to questions or requests from radio, television, newspaper, and internet media outlets regarding the Project, the County and any developments of the County without first obtaining the written consent of the County.

3.7 MBE/WBE Participation Goals for Preconstruction and General Conditions

Consistent with Cook County, Illinois Code of Ordinances (Article IV, Section 34-267 through 272), and the County has established a goal that MBE/WBE firms retained as subcontractors receive a minimum of overall 20% MBE and 10% WBE for Construction and 20% MWBE for the Professional Services participation goal of the overall estimated expenditures for this procurement. In an effort to continue to promote and expand the participation of certified MBE/WBE firms, the Submitter must make good faith efforts to utilize MBE/WBE certified firms as subcontractors. In its response, Submitter must state the name(s) of the minority and women subcontractor(s) and the level of participation proposed for each

firm to be awarded a subcontract. The Certified Minority Business Enterprises and Women Owned Business Enterprises Directory is available at:

https://cookcounty.diversitycompliance.com/

Failure by the Submitter to provide the required documentation or otherwise demonstrate good faith efforts will be taken into consideration by the County in its evaluation of the Submitter's responsibility and responsiveness.

It is a condition of the release of all payments, starting with the second invoice, that the CMAR and all its subcontractors enter applicable information regarding payments made to M/WBE subcontractors into the Office of Contract Compliance (OCC)'s compliance monitoring system.

3.7.1 Workforce

The below EEO utilization goals are based on hours generated by workers in the labor classifications provided above. The OCC will establish the workface radius/area and percentages.

Minority Journeyman and Apprentices: 30%
Minority Laborers: 40%
Women Journeyman and Apprentices: 5%
Women Laborers: 5%

Submitters are to include with their Submittals a fully completed Exhibit 26 identifying their proposed M/WBE subcontractors and/or material suppliers. Provide current letters of certification for your proposed M/WBE subcontractor and/or material supplier.

The County Procurement Code offers bid bonuses to contractors who utilize ex-offenders as part of their workforce. This bonus requires contractors to document ex-offenders utilization and then receive bid bonus credit on their next submission. It is not a requirement to so such utilization on this contract, but contractors may take advantage of this provision of the workforce on this contract. See Instructions to bidders.

3.7.2 County Residents and Project Community Residents As Employees

The CMAR agrees to ensure that the aggregated hours of the Work to be performed under this Agreement will be performed such that at least 50% of the aggregated hours of the Work is performed by the County Residents and 7.5% of the aggregated hours of Work is performed by Project Community Residents. Reference Book 2, ARTICLE 21.05

The CMAR shall prepare a bidding strategy including bid packaging and permitting strategy for review and approval by the Owner and User Agency. At a minimum the bidding strategy shall contain, (a) project scope, (b) cost estimate, (c) schedule, (d) identify long lead items, (e) proposed bidders and procurement methodology, (f) proposed MBE/WBE/participation, (g) proposed minority and female hiring plans with labor force projections, (h) proposed Cook County Resident participation, and i) proposed community hiring goals and incentives.

3.8 Awards

The County may, at its discretion, evaluate all responsive qualifications submissions. The County reserves the right to make the award on an all or partial basis based on the responsive and responsible Submitter meeting the specifications, and terms and conditions. This RFQ does not commit the County to proceed with the project or to pay any costs incurred in preparation of a response to this request, or to procure or contract for further services.

3.9 Cook County Rights

The County reserves the right to reject any and all submissions, to waive any informality in the submissions and, unless otherwise specified by the Submitter, to accept any item in the submissions. The County also reserves the right to accept or reject all or part of any submission, in any combination that is

economically advantageous to Cook County. Lastly, the County reserves the right to cancel this solicitation in part or in its entirety.

3.10 Alteration/Modification of Original Documents

The Submitter certifies that no alterations or modifications have been made to the original content of this RFQ or other procurement documents. If determined to be a deliberate attempt to misrepresent the Submittal, doing so may be considered as sufficient basis to suspend or debar the submitting party from consideration from future competitive procurement opportunities.

4. SELECTION PROCESS

4.1 The selection process will be conducted in three (3) steps as follows:

4.1.1 Step 1: Presentation of Project Specific Qualifications and Approach

This RFQ provides requirements and data which will be used as a basis for a written presentation of the qualifications of the team(s) and proposed staff, project approach, systems, and methodologies for delivery of the Project. The County will evaluate the qualifications to establish a Short List of qualified teams for Step 2.

4.1.2 Step 2: Construction Services Submittal interview

In Step 2 Selected Short List of qualified teams may be invited to participate in an interview based on a scope of services that may range from design development phase through the completion of the Project.

At a formal interview, the qualified teams are expected to present their project approach where they include project specific issues associated with their relevant experience and key individuals. It is expected that the individuals with the primary presentation role at the interview will be those individuals proposed to be involved in this project on a day-to- day basis. The teams will be scored and ranked following the interview to determine which firm teams qualify to participate in Step 3.

4.1.3 Step 3: Level of Effort, Fee, General Conditions

Those teams qualifying for Step 3 will be contacted by the County. In accordance with Exhibit 6, the qualified teams will be asked to submit a staffing Level of Effort (LOE) by staff and task, hourly rate, and total staff cost and corresponding staff chart for a Pre-construction Fee, the Pre-construction duration, and including General Conditions line items with insurance & bond as a percent of The Cost of the Work. Include the Construction phase fee as a percent of The Cost of the Work. Along with the LOE, teams should submit their project understanding and a separate staffing Gantt chart showing how their staffing schedule aligns with their project approach from Pre-Construction through Construction to the completion of the project.

Any subconsultants used to staff Pre-construction must be identified in the submittal with costs included on separate line items along with their MBE/WBE/DBE status. A separate labor rate chart listing each staff member and their corresponding labor rate broken down by base rate, fee and audited overhead rate will also be required.

The County will review the submittals and will negotiate with the short list teams and choose a most qualified team. If County and the most qualified team are unable to reach agreement, the County reserves the right to begin negotiations with the next highest ranked team or teams.

Exhibit 2 General Conditions and Preconstruction Fee Breakdown shall be submitted in a separate sealed envelope, which will be set up in the online portal by OCPC.

4.2 Responsiveness of Submittal

Submitter is compliant with all the submission requirements of the RFQ. Submittals will be reviewed and selected based on qualifications of the Submitter to successfully perform the services for the County from selection to close-out as evidenced by the following selection.

5. EVALUATION CRITERIA

5.1 Responsiveness Review

The Office of the Chief Procurement Officer will initially review all submissions to determine whether they are responsive to the requirements of the Submission Contents section of this RFQ. A submission which is incomplete and/or missing key components necessary to fully evaluate the submission may be deemed non-responsive and removed from consideration. The OCPO will forward all responsive submissions to the Evaluation Committee ("EC") for their evaluation.

5.2 Evaluation

The Evaluation Committee (EC) comprised of County personnel will evaluate all responsive submissions in accordance with this section.

The EC will meet to discuss the submissions and any additional information gathered from inquiries described in the paragraph below. The number of EC meetings is not fixed and how many meetings occur will be decided by the EC as they progress through their evaluation process.

As part of the evaluation process, the EC will review the information required by the Submission Contents section of this RFQ for each submission received. In addition to the Submission Contents, the EC may also review information gained from: 1) clarifications, 2) additional requested information. It is possible that the EC might not request clarifications from every Submitter. Similarly, if the EC decides to have presentations, it's possible that not every Submitter will be invited.

As State funding may be included for this project, selection will be consistent with the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILSC 535/1).

Any material misrepresentation made by a Submitter may void the Submission and eliminate the Submitter from further consideration.

5.3 Evaluation Criteria

5.3.1 Negotiations

The EC will select for negotiations and recommend for award the responsive, responsible, and compliant Submitter whose submission has been determined to be the most advantageous to the County, in accordance with its outlined goals and the following Evaluation Criteria. Note that the RFQ submittal does not include a proposed price and price is not a part of the evaluation criteria.

Evaluation Criteria	Submission Content to be Evaluated	Score
Experience, Capability, and Capacity of the Submitter Team (Prime and Subconsultants) Description - The Submitting Firm and its team members must demonstrate they have the capability and capacity necessary to perform and manage the services requested in this RFQ. The Submitter shall provide examples of their team's successes working together on projects of similar type (both in scope and magnitude). The team shall show an ability to (i) gain and expedite approvals from the City of Chicago and other agencies which have jurisdiction over the project and, (ii) coordinate with the County's AE Firm to provide design deliverables within the proposed project schedule and budget. The EC may solicit relevant information from current previous clients concerning the Submitter's record of performance. Lastly, the Submitter must possess all appropriate licenses and certifications that are necessary to provide the services discussed in the RFQ.	**See Section 6.2.5, 6.2.9, & 6.2.10**	30%

Qualifications and specialized experience for the Submitter to successfully perform the services for the County, as evidenced by the successful implementation of similar projects in at least three (3) large complex public sector organizations. Preferably city, county, state, or other government entities. • Identify projects with multi-phased construction in occupied spaces including ability to keep systems meeting operational needs at all times. • Demonstrate ability to determine the condition of an in-place existing building's systems and understanding regarding repair and alteration investments that are needed to continue use of these facilities for long term ownership. • Prior experience of the proposed project staff in the management and construction of similar projects: projects that include design elements with historic significance. • Experience in working with State and Federal guidelines and agencies. • Experience working in historic buildings (CCB), high-rise buildings (CCAB) and LEED certified buildings (DVC) • Expertise and success of the proposed staff in construction cost estimating. • Expertise and experience of the proposed staff in scheduling and phasing projects in occupied facilities. • The Submitter Team should highlight challenges it faced on projects and how those challenges were resolved.		
Quality of the proposed Project Approach/Plan and Understanding of the County's Goals Description – The Submitter's overall approach, strategy, methodology, including implementation schedule, support in the post implementation phase and understanding of the project are clear and comprehensive, and they also show how well the Submitter understands the requirements discussed in the RFQ.	**See Section 6.2.12**	25%
Experience, qualifications, and availability of Key Personnel The experience, qualifications, and availability of the key personnel that the Submitter will assign to the project. Experience shall be demonstrated by key members' accomplishments in the role they have held, relevant qualifications and specialized experience to the role and responsibilities assigned for this project. The key personnel shall also include their time commitment devoted to the project. The key personnel's experience shall be demonstrated by experience in large, complex public sector office renovation projects in occupied spaces and historic buildings within the last 10 years. The Submitter must possess all appropriate licenses and certifications that are necessary to provide the services discussed in the RFQ.	**See Section 6.2.4, 6.2.6, & 6.2.7**	25%
M/WBE Utilization Plan Quality of the proposed MBE/WBE participation, the Utilization Plan, and the Submitter's understanding of the County's goals for participation by minority- and women-owned businesses. Provide plans for pre-design services and construction services.	**See Section 6.2.13 & 6.2.14**	15%
Responsiveness Respondent is compliant with all the submission requirements of the RFQ.		5%

5.3.2 Criteria

The criteria below are neither weighted nor individually scored. Instead, depending upon the contents of the information received, the Submitter may be deemed non-responsive or non-responsible and removed from consideration. In addition to the EC, the information in

the Submission regarding these items below but not limited to, may be reviewed by other County staff and/or other persons at any point prior to contract award at the direction of the OCPO.

1. Legal Actions
   Whether there are any legal actions i) against the Submitter and/or any division, subsidiary or parent company of the Submitter, or ii) against any member, partner, etc., of the Submitter if the Submitter is a business entity other than a corporation.

2. Insurance
   The statement or other information confirming the Submitter's ability to comply with the County's insurance requirements specified in Exhibit 6 will be considered.

3. Conflict(s) of Interest
   The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

   If Cook County determines that the Contractor does have such a conflict of interest, Cook County will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if Cook County still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract.

   Further, if Cook County in the reasonable judgment of the OCPO determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

   If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify Cook County.

   If Contractor or any subcontractors ("Contracting Parties") assist Cook County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties,, must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venture in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist Cook County in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

Any firms, whether prime consultant/contractor or subcontractor, participating in any of the following contracts are ineligible to submit a response to this solicitation: Program Management Office (PMO) Services, Construction Management Services, and/or any of the Construction Manager at Risk (CMAR) contracts for the Department of Capital Planning and Policy.

4. Compliance with Laws, Ordinances, and Statutes
   Submitter's compliance with all laws, ordinances, and statutes governing the contract will be considered. See County EDS, Exhibit 31.

5.4 Best and Final Offer

The County reserves the right to request a Best and Final Offer from finalist Proposer(s), if it deems such an approach necessary. In general, the Best and Final Offer will consist of updated costs as well as answers to specific questions that were identified during the evaluation of Submittals.

If the County chooses to exercise this option, Submittals will be re-evaluated by incorporating the information requested in the Best and Final Offer document, including costs, and answers to specific questions presented in the document. The specific format for the Best and Final Offer would be determined during evaluation discussions. Turnaround time for responding to a Best and Final Offers document is usually brief (i.e., five (5) business days).

5.5 Right to Inspect

The County reserves the right to inspect and investigate thoroughly the establishment, facilities, equipment, business reputation, and other qualification of the Submitter and any proposed subconsultants and to reject any Submission regardless of price if it shall be administratively determined that in the County's sole discretion the Submitter is deficient in any of the essentials necessary to assure acceptable standards of performance. The County reserves the right to continue this inspection procedure throughout the life of the Contract that may arise from this RFQ. The right to inspect includes checking on references on any project performed by the Submitter whether provided by the Submitter or known by the County.

5.6 Selection

The EC will conclude its evaluation by each EC member scoring the Submissions, and the Submission with the highest aggregate score will be recommended for negotiation. Upon approval of the selected Submitter and successful negotiations, a contract will be prepared by the County and presented to the Selected Submitter for signature. Pursuant to the Cook County Code, the EC's recommendation of award will be presented to either the Chief Procurement Officer or the County Board of Commissioners for approval.

6 FORMAT AND CONTENT OF SUBMITTAL

6.1 Format

All Submitters will use this Submittal format described in this Section for submitting their Submittal. Submittals must be prepared in an 8.5" X 11" format, with any drawings or graphics not exceeding 11" X 17" format. All required content of the solicitation must be provided as part of one submittal.

Variations or exceptions from the requirements of this RFQ shall be attached and entitled Exceptions to RFQ. Such variations or exceptions may be considered in evaluating Submittals. Failure to comply with this requirement may cause a Submittal to be considered nonresponsive. Expensive paper and bindings are discouraged since no materials will be returned.

6.1.1 Uniformity

To provide uniformity and to facilitate comparison of Submittals, all information submitted must clearly refer to the page number, section or other identifying reference in this RFQ. All

information submitted must be noted in the same sequence as it appears in this RFQ. The County reserves the right to waive minor variances or irregularities.

6.1.2 Complete Submission

Submitters are advised to carefully review all the requirements and submit all documents and information as indicated in this RFQ. Incomplete Submittals may lead to a Submittal being deemed nonresponsive. Nonresponsive Submittals will not be considered.

6.1.3 Packaging and Labeling

The electronic submittal shall clearly indicate the RFQ Title and date and time for submission. It shall also indicate the name of the Submitter.

6.2 Content

The submittal must be organized in the following order and numbered sections **within a single PDF**. All responses should include, but are not limited to the following:

6.2.1 Table of Contents

The Table of Contents will identify, at a minimum, all sections below and page numbers. The Table of Contents should help in navigating the Submittal by providing associated page numbers and direct links to various headings available on those pages.

6.2.2 Key Contract Person

Indicate the key contact person for communications, including communicating with County, stakeholders and the public

6.2.3 Cover Letter

The Cover Letter should not exceed two pages in length. The letter should be signed by the President or an authorized representative of the firm. The letter should indicate the Submitter understands of the Scope of Services and the Submitter's experience and unique expertise to complete the Project for the County. The letter should confirm the commitment of the Submitter's firm and proposed project team to execute this project at the price, M/WBE participation, and schedule proposed if selected.

6.2.4 Executive Summary

The Executive Summary should be limited to two pages and include a brief overview of the Submitter's qualifications, team, experience and proposed project approach.

6.2.5 Qualifications of the Submitter

Provide an overview of the company detailing the organization's ownership structure, skills and qualifications, the total number of professional staff, the history of the company, percentage of work completed as Construction Manager, and the office responsible for this Project. Submit any information the Submitter deems pertinent to demonstrate its qualifications to perform the Services being requested such as membership in any professional association. Include the company's EMR rating, Bond rating and Bonding capacity, and Insurance factors.

6.2.6 Submitter's Team

The Submitter may be comprised of one (1) or more firms to assure the overall success of the Project and delivery of the Services. In alphabetical order by firm, please provide a list of firms that will provide Services and key individuals from each firm that will provide the Services set forth in the Submittal.

The Chief Procurement Officer and Department of Capital Planning & Policy (DCPP) reserve the right to accept or reject any of the team members**;** if in the DCPP sole opinion replacement of the team member, based on skills and knowledge, is in the best interest of the County.

6.2.7 Construction Management Experience

Provide a maximum of five (5) examples of similar project types completed or in progress over the last seven (7) years which you feel best represent your firm's abilities relative to the Project scope. Provide representative examples from the Chicago Metropolitan, and Cook County Areas, if possible. For each project, list the project size and a brief description, type of CM delivery method, design phase involvement and all other pertinent project facts. Also provide with each listed project the original construction budget and final/actual cost and original completion date and actual completion date. Also include the client's name and contact number associated with each of these projects as a reference. The County will be particularly interested in projects exhibiting the following:

a) Experience constructing phased infrastructure improvements within office and assembly spaces in an occupied facility open to the public. Describe major site challenges, adjusted circulation flows and logistics to ensure safety and minimize disruptions to operational activities.

b) Provide a sample communications plan to external departments and explain its effectiveness in a recent project.

c) Projects completed requiring MEP/FP/IT coordination and infrastructure improvements.

d) Additional project challenges and lessons learned on previous projects similar in scope and size.

e) Summary of meeting schedule targets for the projects listed above.

f) Provide the company's philosophy on safety and sample of typical safety plan.

g) Provide the company's philosophy and experience utilizing Minority and Woman owned firms as part of the CM team.

h) Provide the company's experience and methodology for creating and executing a BIM project.

6.2.8 Specific Project Experience

List the projects in order of priority with the most relevant project listed first indicating: (1) project name, location, year completed and description, (2) project period, size (gross SF) and final total cost, (3) names of all affiliate firms that comprised the Submitter's project team, (4) references and current contact information for the owner's representatives for each of the projects listed.

6.2.9 References

Provide a list of at least three (3) references where relevant projects were implemented. Include the name of the contact person, name of the organization, project period and dollar value, address, telephone number and email address. References in the following are preferred thought not required: construction management; planning, design and construction of capital projects; facility needs assessments; city, county, state, or other government public works projects; space planning and programming; development projects. In addition, for each firm included in the Submittal provide at least three (3) references with relevancy to the Project Scope of Services.

6.2.10 Key Personnel

Provide description of roles and responsibilities, resumes including a list of projects and the assigned roles on those projects, and two references (include contact information) for all project staff that you are proposing to be assigned to this Project. Projects should include representative examples from the Chicago Metropolitan Area. Include years of experience and experience on managing projects of similar scope and size.

The Director of DCPP reserves the right to reject any key personnel proposed if it is determined in the County's best interest. All key personnel must be committed to the project without competing priorities. The evaluation of Submittals includes the qualifications of the personnel proposed; therefore, Submitters will name key personnel as part of their Submittal. Key Personnel must not be replaced during the term of the Agreement without the written approval of the DCPP.

With respect to each item listed under Scope of Services, identify the key individual (and firm) who will be assigned to perform that service. Please note that an individual may be assigned to more than one specific item.

6.2.11 Consultants for Preconstruction and General Conditions Services

The Submittal must clearly state the identity of each team member and specify their role. The Submittal must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract. The County reserves the right to accept or reject any subcontractor if, in the County's sole opinion, it is in the best interest of the County. Submitter has the right to request a written explanation of such a decision.

6.2.12 Organization Chart

Include an organization chart outlining the Service(s) that each of the Submitter's team members will be responsible for and, to the extent feasible, individuals constituting key personnel. Indicate the organizational relationship of the team members. All font sizes on the organization chart shall be no smaller than 8-point.

6.2.13 Proposed Project Approach, Management Plan, Implementation and Solution

Describe your management approach for each of the components listed below. Examples of systems used successfully on other projects are welcomed. DCPP is interested in proposed plans and delivery methodologies that promote an environment of intense teamwork and partnering across all disciplines; design, building and activation.

a) Schedule and speed to market is paramount-describe how your proposed methods lead to increased speed of execution. Describe how your proposed methodology will incorporate improved value/cost management for the owner. Describe methodology, systems and software platforms. Describe methods for reliable schedule management throughout the life of construction leading to better predictability and reliability in production.

b) Pre-Construction- Describe the nature of pre-construction services and the extent of services you would provide if brought on at the early stages of design development. Describe these services if brought on at the start of the construction document phase. Describe how your approach allows you to partner with designers to influence design and develop better options. Describe your approach to Constructability and Design Reviews for early determination of logistics and other impacts to schedule and cost. Describe your thoughts and approach to Design Assist or other methodologies that might position the team to offer increased value to the owner and the project delivery team.

c) Communications Management, Document Management, and Reporting – Include any systems and protocols used. Describe approaches that would increase speed of communication, reduce non-value-added waste, and lead to improved speed and reliability in decision making. Provide information on methods and systems your firm uses to organize and track project documentation such as submittals, RFIs, issue logs, and assembly, review and turnover of close out documents. Describe how the Owner will interface with the Document Management System.

d) Cost Estimating/Value Engineering –Describe your approach to cost estimating, cost control and early ideas for value-based design that limit the act of late scope removal for cost reduction. Describe how your participation will lead to the best answer early.

e) Quality Control and Safety – Describe your structure and methods for quality control and safety including key performance indicators (metrics), providing concrete examples of successful achievement.

f) Close-Out/Warranty Approach- Describe your approach to project completion. Describe your participation and approach to commissioning/start-up and your integration with the owner, document turn-over, training, and integration in owner activities.

g) Cook County Green Building Standards V1 – Describe your practices that support green initiatives. In particular include previous experience with implementing LEED requirements for construction, including demolition disposal, local sourcing:

Green Building Standards

6.2.14 MBE / WBE Participation and Diversity for Preconstruction Services and General Condition

Describe your firm's philosophy and approach to the utilization of diverse firms and on-site construction workers.

a) The Submitter must complete and provide the forms as set forth in this RFQ.

b) Does your firm have established M/WBE contract and workforce inclusion goals for every project? This refers to your corporate and/or regional goals and applies to every project whether or not the project owner has established goals.

c) The Submitter must document prior project experience, if any, with the submitted M/WBE firms, or the firm's program for mentoring smaller M/WBE firms.

6.2.15 How does your firm monitor achievement of the aforementioned goals?

Describe your firm's philosophy and approach to monitoring the utilization of diverse firms.

a) Is M/WBE goal achievement included in the evaluation review for Project Managers, Executives, Estimators and other project related staff?

b) Does your firm offer staff diversity/cultural sensitivity training?

6.2.16 Financial Capacity, Insurance Coverage and Audited Statements

Submitters should submit evidence of their financial capacity and insurance coverage to undertake a project of this size, scale, and complexity from inception, development, implementation and operation. Please provide the Submitter's audited financial statements for the last three fiscal years. Include the letter of opinion, balance sheet, schedules, and related auditor's notes. If the Submitter is participating as a Joint Venture, please provide these documents for all members of the Joint Venture. The County reserves the right to obtain D&B ratings for all participants.

6.2.17 Legal Actions

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upfront may be cause for rejection of the submittal.

6.2.18 Conflict of Interest

Provide information regarding any real or potential conflict of interest. Failure to address any potential conflict of interest upon submission of the Submittal may be cause for rejection of the Submittal.

All professional and technical engineering services such as design analysis, studies and deliverables produced by the Consultant shall be free of any conflict of interest and shall be subject to the approval and acceptance by the Director.

The Consultant and its subconsultants will not be eligible to separately bid on or otherwise compete for or accept awards for contracts for non-A&E construction or related construction services for projects identified in this RFQ, the resulting contract, or any assigned Task Order(s), for which they have provided any prior professional and technical engineering services.

The Consultant or any subconsultants who are not assigned specific projects by the expiration of the Contract, either may bid or otherwise compete for and enter into contracts for non-A&E construction and related services, after the expiration of the Contract.

In the event of non-acceptance of a deliverable due to discovery of conflict of interest, the Consultant shall provide replacement deliverables free of any actual or potential conflict of interest as a prerequisite to receiving payment for the deliverable. In the event it is not possible to provide a replacement deliverable, the Consultant shall not receive compensation for any deliverables that contains a conflict of interest.

6.2.19 Economic Disclosure Statement

Execute and submit the Economic Disclosure Statement (EDS)**.** In the event any further clarification is required on any of the information provided, the County reserves the right to make any necessary communication with the Submitter for such purpose. Such communication, if made, may include a deadline by which time any necessary clarifying information must be submitted.

6.2.20 Construction Manager at Risk (CMAR) Services Agreement

The County will require the successful proposer to sign the County's Construction Manager at Risk Services Agreement Between Owner and CMAR as Constructor where the basis of payment is the Cost of the Work Plus Fee with a Guaranteed Maximum Price. A copy is attached for information only. Execution of the Agreement is not required at the time the Submittal is submitted. The basis of submittal evaluating in procurement includes the experience of the key members of the proposed team, the quality of the work plan, and the proposed fee structure. The County reserves the right to modify and/or substitute the Agreement and Attachments as part of that negotiation.

6.2.21 RFQ Addenda Acknowledgement (if any)

Submitters should acknowledge any Addenda issued by the Owner by signing and including them as part of their Submittal.

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Exhibit 01

Scope of Work

Cook County is seeking Construction Manager at Risk (CMAR) services for the Public Safety portfolio for three Elevator Upgrade and Modernization projects at the Cook County Administration Building (CCAB), Cook County Criminal Courts Building, and the Cook County Domestic Violence Courthouse.

- *Cook County Criminal Courts Administration Building*
  The CCAB located at 2650 S. California Ave contains (7) Gearless Traction Elevators, (3) Geared Traction Elevators, (1) Hydraulic Elevator, and (2) Escalators.
- *Cook County Criminal Courts Building*
  The CCB located at 2650 S. California Ave contains (12) Gearless Traction Elevators, and (1) Geared Traction Elevator.
- *Cook County Domestic Violence Courthouse*
  The DVC located at 555 W. Harrison St. contains (3) Traction Elevators, and (4) Hydraulic Elevators.

Cook County intends to contract with a Construction Manager at Risk ("CMAR") for the Elevator Upgrades and Modernizations. The County is procuring a full-service Architectural/Engineering (A/E) team to provide design services. The expectation is the CMAR will collaborate with the design team to provide pre-construction services during and upon completion of the design phases, to provide the County a Guaranteed Maximum Price (GMP).

The CMAR will be held responsible for services as defined in the agreement, from design through construction completion to ensure that the projects are properly coordinated, phased for construction, coordinated with users, and objectives are aligned with all Cook County's stakeholders.

This project will be delivered as three (3) independent design and GMP packages.

All construction work will be performed in occupied facilities and phasing plans will be required to maintain facility operations at all times. The CMAR shall coordinate phasing and construction logistics necessary to maintain the operations of the existing facility. Coordinate with users to provide safe access and maintain facility operations during construction.

It is the goal of the County to upgrade, modernize, and bring the elevators up to code. In addition to the elevators themselves, the work includes modifications to the building to bring the related spaces up to current code requirements. Three separate design packages shall be prepared, one for each facility.

The CMAR will provide comprehensive construction management services for the preconstruction and construction of the projects. The projects shall be performed in compliance with the **Americans with Disabilities Act (ADA)**, all applicable codes, and County requirements for **cost, quality, and schedule**.

The County intends to take advantage of every opportunity available to accelerate the schedule to achieve Substantial Completion. The Owner has the right to reject or to withhold, in its discretion, approval of any Preliminary GMP as originally submitted or as adjusted. In the event, the Owner shall have the right to terminate this Agreement without penalty by delivering a written notice to Construction Manager setting forth the effective date of such termination. If the Owner implements Article 2.1.13 to not accept the Preliminary GMP as originally submitted or adjusted and thus elects to terminate this Agreement by delivering a written notice to the CMAR, the remaining Pre-Construction fee of the date of the termination letter is the sole source of revenue to the CMAR under this Agreement.

The Construction of three (3) project are anticipated to start Q2/2027 and conclude in Q4/2030

- *Cook County Criminal Courts Administration Building*
  Construction is anticipated to start Q2/2027 and conclude in Q4/2030
- *Cook County Criminal Courts Building*
  Construction is anticipated to start Q2/2027 and conclude in Q4/2030
- *Cook County Domestic Violence Courthouse*
  Construction is anticipated to start Q2/2027 and conclude in Q4/2030

The County contracted with a consultant to perform a condition assessment of the elevators and escalators, recommended elevator and escalator modernizations, provided an evaluation of required building modifications necessary to meet code requirements, and developed draft specifications. The reports and specifications for the three facilities are included in Exhibit I, Scope of Work, as attachments:

- Cook County Criminal Courts Building Elevator Modernization Survey dated June 26, 2024 and Specifications – Exhibit I, Attachment 1
- Cook County Criminal Courts Administration Building Elevator Modernization Survey dated September 3, 2024 and Specifications – Exhibit I, Attachment 2
- Cook County Criminal Courts Administration Building Escalator Modernization Survey dated September 3, 2024 – Exhibit I, Attachment 3
- Cook County Domestic Violence Courthouse Elevator Modernization Survey dated February 28, 2025 and Specifications – Exhibit I, Attachment 4

The selected CMAR shall:

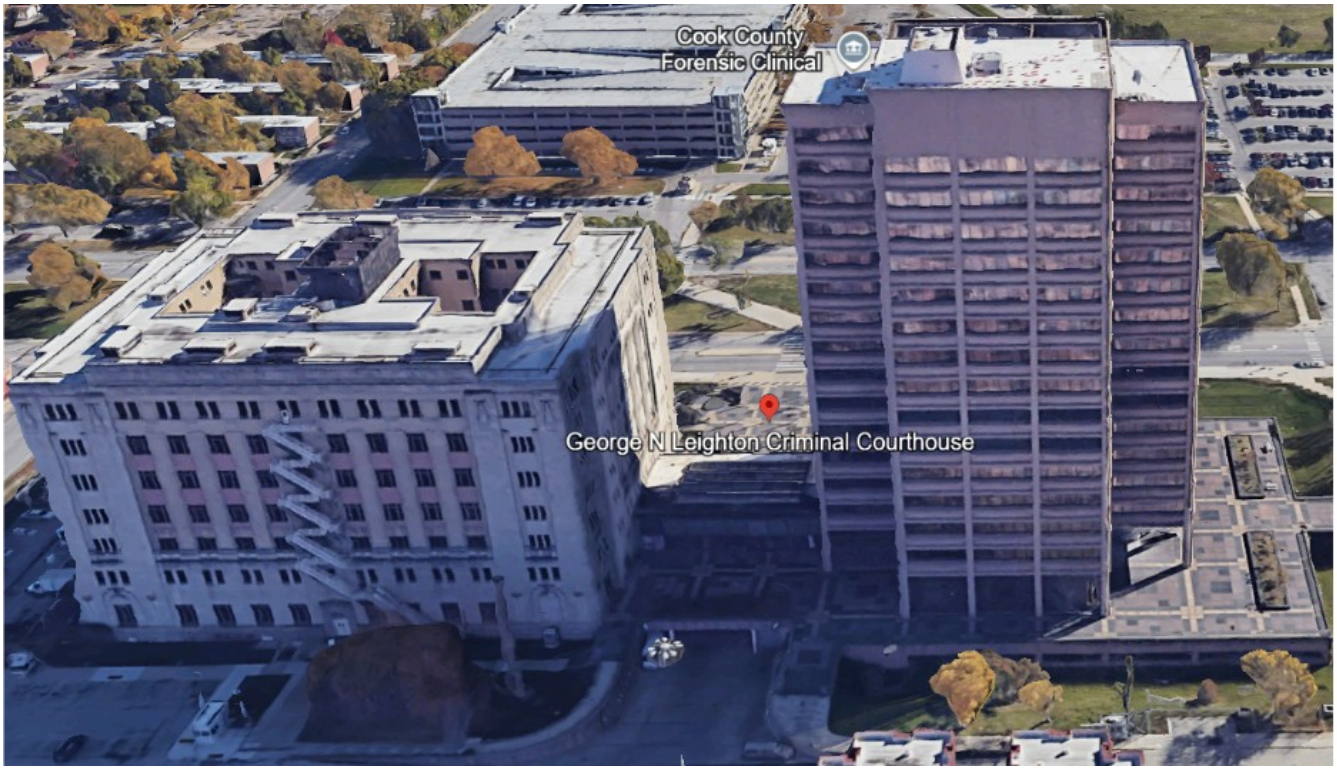
1. **Preconstruction Phase**
   - **Design Coordination**
     - Coordinate between the A/E team to ensure design compatibility and avoid scope gaps.
     - Participate in design development meetings and provide constructability feedback.
     - Identify design conflicts and propose resolution strategies.
   - **Estimating & GMP Development**
     - Prepare detailed cost estimates at each design milestone (SD, DD, CD).
     - Develop and submit an open-book Guaranteed Maximum Price (GMP) at 95% completion of contract documents.
     - Provide value engineering options and life-cycle cost analyses to assist the Owner in decision-making.
   - **Scheduling & Phasing**
     - Prepare and maintain a master project schedule, including design, permitting, procurement, and construction.
     - Propose phasing/sequencing strategies to minimize operational disruption to the buildings.
     - Coordinate early bid packages (demolition, utilities, long-lead items) when feasible.
   - **Logistics & Safety Planning**
     - Develop a construction logistics plan addressing site access, staging areas, pedestrian/vehicular circulation, and safety protocols.
     - Provide interim access solutions to maintain public and employee entry during construction.
2. **Construction Phase**
   - **Project Management**
     - Procure and manage all trade subcontractors.
     - Ensure compliance with contract documents, codes, and County standards.
   - **Quality Control & Safety**
     - Implement a comprehensive quality control program, including inspections and testing.
     - Maintain strict adherence to OSHA and County safety regulations.
     - Ensure secure courthouse operations are not compromised during construction.
   - **Cost & Schedule Control**
     - Monitor subcontractor performance, schedule progress, and cost tracking.
     - Provide monthly progress reports including updated cost-to-complete and schedule projections.
     - Manage change orders with transparent documentation.
   - **Stakeholder Communication**

- Conduct regular coordination meetings with County representatives, A/E teams, and user groups, (i.e. Department of Facilities Management), and utility companies as well as coordination with the various Municipal and County departments as deemed appropriate by the County.
- Provide timely updates to County leadership and issue meeting minutes.

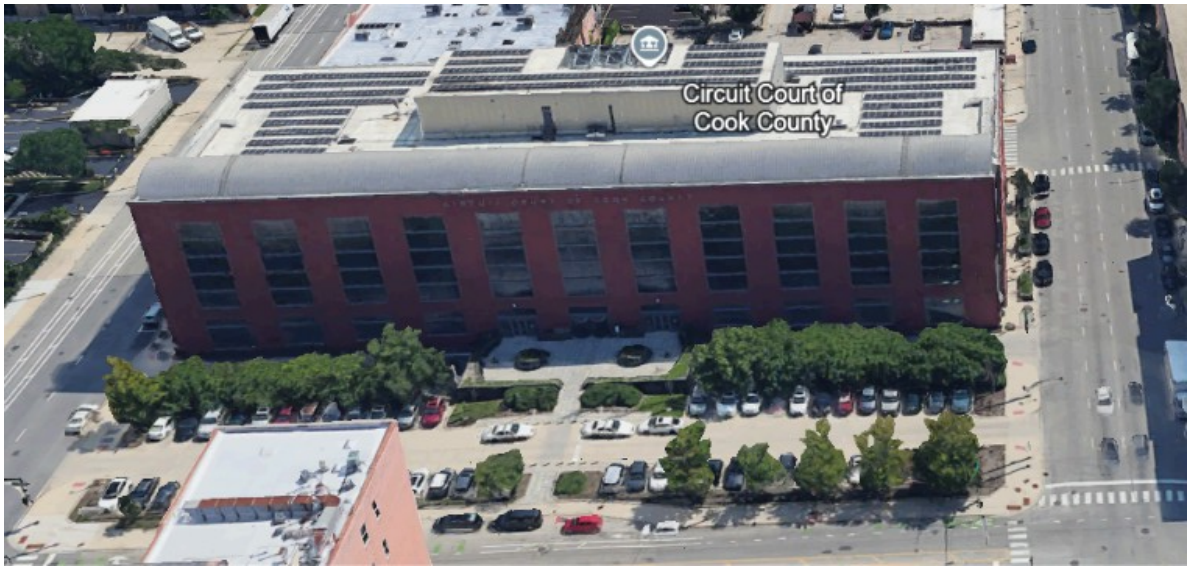
3. Closeout Phase

- **Project Turnover**
  - Deliver all as-built drawings, warranties, and O&M manuals.
  - Provide staff training on new systems.
  - Complete all punch-list work promptly.
- **Commissioning & Testing**
  - Support system commissioning.
  - Verify operational readiness of all systems before final acceptance.
- **Post-Construction Support**
  - Provide warranty-period services including response to County requests.
  - Participate in post-occupancy reviews to confirm performance of systems and identify potential adjustments.

Attached as part of this Exhibit is a Photo of the buildings included in the project scope:



Cook County Criminal Court Administration Building (Left)
Cook County Criminal Court Building (Right)
2650 S. California Ave.



Domestic Violence Courthouse
555 W. Harrison St.

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Exhibit 2

Compensation and Fee Structure

Exhibit 2				
PRECONSTRUCTION, GENERAL CONDITIONS AND FEE BREAKDOWN				
RFQ #				
	Title of Project:			
CMAR: 2661-08130	Elevator Upgrades and Modernizations for the Cook County Criminal Courts Administration Building, Cook County Criminal Courts Building, and Cook County Domestic Violence Courthouse			
Detail Description				
1. Preconstruction Services	Quantity	Unit Measure	Unit Rate	Total
Instructions: Add / Delete as applicable				
Project Executive		Rate/Hr	$-	$-
Sr. Project Manager		Rate/Hr	$-	$-
Project Manager		Rate/Hr	$-	$-
Project Engineer		Rate/Hr	$-	$-
Chief Estimator		Rate/Hr	$-	$-
Sr. Estimator		Rate/Hr	$-	$-
Estimator		Rate/Hr	$-	$-
Scheduling Consultant		Rate/Hr	$-	$-
Reimbursables		Rate/Hr	$-	$-
Blueprints / Printing		Rate/Hr	$-	$-
[insert[		Rate/Hr	$-	$-
[insert]		Rate/Hr	$-	$-
			TOTAL PRECONSTRUCTION COSTS	**$-**
2. General Conditions - xx mo. Construction	Quantity	Unit Measure	Unit Rate	Total
Project Staffing:				
Instructions: Add / Delete as applicable				
- Project Executive		Rate/Hr	$-	$-
- Sr. Project Manager		Rate/Hr	$-	$-
- Project Manager		Rate/Hr	$-	$-
- Project Engineer (QA-QC)		Rate/Hr	$-	$-

- Project Engineer (MEPFP Coordinator)		Rate/Hr	$-	$-
- Sr. Superintendent		Rate/Hr	$-	$-
- Superintendent		Rate/Hr	$-	$-
- Sustainability Coordinator		Rate/Hr	$-	$-
- Scheduling Consultant		Months	$-	$-
Diversity, Equity, and Inclusion Consulting Firm		Months	$-	$-
Site:				
Instructions: Add / Delete as applicable				
Temporary Office (inc. erection, MEP and tear-down)		Months	$-	$-
Equipment, Supplies and Services		Months	$-	$-
Storage / Shanties		Months	$-	$-
Safety (Equipment & Staffing)		Months	$-	$-
Temporary Facilities & Services		Months	$-	$-
Testing (Geotech, Concrete, Etc.)		Months	$-	$-
General Equipment & Tools		Months	$-	$-
Project Clean-up Labor		Months	$-	$-
GC Office Clean-up		Months	$-	$-
Dumpsters		Months	$-	$-
Miscellaneous Requirements				$-
Insurance	1%			1% of Total Project Cost
Bonds	1%			1% of Total Project Cost
Other (Describe as needed)				$ -
Other (Describe as needed)				$ -
			TOTAL GENERAL CONDITIONS COSTS	**$-**

3. Staffing Hourly Rates			Rate Per Hour	
Project Executive		Rate/Hr	$-	
Sr. Project Manager		Rate/Hr	$-	
Project Manager		Rate/Hr	$-	
Assistant Project Manager		Rate/Hr	$-	
Project Engineer		Rate/Hr	$-	
Intern		Rate/Hr	$-	
Project Accountant		Rate/Hr	$-	

General Superintendent		Rate/Hr	$-	
Sr. Superintendent		Rate/Hr	$-	
Superintendent		Rate/Hr	$-	
Assistant Superintendent		Rate/Hr	$-	
Foreman		Rate/Hr	$-	
Safety Director		Rate/Hr	$-	
		Rate/Hr	$-	

4. Other Direct Costs/Reimbursable Expenses	**Estimated Cost**
	$
	$
	$
	$
	$
	$
TOTAL OTHER DIRECT COSTS	$-

TOTAL (Preconstruction + General Conditions + Line 4)	**$-**
Fee (%) of Cost of the Work	**%**

Date: XX/XX/XXXX

Signed xxx

(Reserved)

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Exhibit 3

Site Visit Protocols

(Reserved)

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Exhibit 4

Construction Managers Key Personnel for the Work

(Reserved)

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Exhibit 5

Instructions for Submitting

For electronic submissions, firms shall use the following link to submit Bids/Proposals/Qualifications electronically: https://cookcountyil.bonfirehub.com/portal/?tab=openOpportunities

Follow the steps listed in the below article to access the opportunity and submit your bid/proposal.

https://support.gobonfire.com/hc/en-us/articles/360011034814-Creating-and-Uploading-a- Submission for-Vendors-

There is also a video on Vendor Registration & Submission at this link:
https://support.gobonfire.com/hc/en-us/articles/203903356-Vendor-Registration-and- Submission-

If you have questions or technical issues accessing or submitting your bid/proposal, please reach out to Bonfire at:

support@gobonfire.com

1 (800) 354 8010 Extension #2

Exhibit 6

Insurance Requirements

Construction Contract Insurance Requirements

1. **Commercial General Liability (CGL)**: Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than $5,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation insurance** as required by statutory limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk (Course of Construction**) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Professional Liability (if Design/Build),** with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate

6. **Excess/Umbrella Liability** Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts: Each Occurrence: $5,000,000

7. **Contractors' Pollution Legal Liability and/or Asbestos Legal Liability** and/or Errors and Omissions (if project involves environmental hazards) with limits no less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate

8. **Railroad Liability Railroad Protective Liability Insurance** Contractors who perform work within 50-feet of any railroad-owned property are required to have Railroad Protective Liability.

Additional Requirements:

a. **Additional Insured**

The required insurance policies, with the exception of Workers Compensation and Errors & Omissions, shall name Cook County, its officials, employees, and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Consultant's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition, or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

b. **Insurance Notices**

The Consultant shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. The Consultant shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which the Consultant commences performance of its part of the work, the Consultant shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Consultant. The receipt of any certificate of insurance does not constitute Contract by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are following insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of the Consultant's obligations to obtain insurance pursuant to these insurance requirements.

c. **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

Exhibit 07

Sample CMaR Agreement (Book 1)

(Uploaded Separately)

Exhibit 8

Additional Preconstruction Phase Services

(Reserved)

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Exhibit 9

Pre-Construction Risk Assessment (PCRA)

Exhibit 10

Green Construction Ordinance Acknowledgement Form

COOK COUNTY

OFFICE OF THE CHIEF PROCUREMENT OFFICER

161 North Clark Street, 23rd floor

Chicago IL 60602

GREEN CONSTRUCTION ORDINANCE ACKNOWLEDGEMENT FORM

IMPORTANT NOTICE: Proposers shall acknowledge receipt of the Green Construction Ordinance in the space provided below and submit this form with its proposal. Failure to acknowledge receipt of this ordinance and submittal of this form may render the proposal non-responsive.

RFP/RFQ No.:_____

Project Name:_____

Signature: _____ Date: _____

Name:_____ Title:_____

Company: _____

Address: _____

Commissioner Suffredin's Cook County Board Legislative Library
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Cook County Green Construction Ordinance

Summary
Suffredin's Commentary
Activity Log
Full Text of Legislation
Disclaimer

Date Introduced: 4/15/2009 **Date Passed:** 5/19/2009	**Sponsors:** Maldonado, Murphy, Silvestri, Stroger-Todd	**Co-Sponsors:** Daley, Gorman, Moreno, Sims, Steele-Robert, Suffredin

Summary:

Disel exhaust pollution poses a clear health risk to the people of Cook County. Reduction of these admissions can help prevent health risks to the people of Cook County. Cost-effictive measures exist to reduce the amount of these admissions. The purpose of the ordinance is to minimize the health risks in a practical, cost-effective way.

Full Text of Legislation:

BE IT ORDAINED, by the Cook County Board of Commissioners that Chapter 30 Environment, Article IX Green Construction, Sections 30-950 through 30-955 of the Cook County Code are hereby enacted as follows:

ARTICLE IX. GREEN CONSTRUCTION

Sec. 30-950. Board of Commissioners findings.

(a) Diesel exhaust particle pollution poses a clear and present health risk to the people of Cook County. The United States Environmental Protection Agency has classified diesel exhaust as a likely human carcinogen, and has identified diesel particulate matter and diesel exhaust organic gases as toxic air pollutants. Diesel exhaust is also a prime contributor to airborne fine particle pollution that is linked to premature death and other serious cardiovascular and pulmonary problems such as heart attacks, abnormal heart rhythms, atherosclerosis, stroke, asthma attacks, permanent respiratory damage and retardation of lung growth in children.

(b) Cook County is a US EPA designated non-attainment area for fine particulate matter pollution.

(c) The health impacts from diesel emissions particularly affect children, the elderly, and people with weakened immune systems.

(d) Particularly high concentrations of diesel emissions often occur in heavily traveled transportation corridors, intermodal yards, bus depots, and construction sites; these diesel “hot spots” often are found in densely populated, urban areas, disproportionately impacting ethnic minorities and people of lower economic status.

(e Diesel engine crankcases also are a source of emissions that can seep into the cabin and expose vehicle drivers and passengers to harmful diesel emissions.

(f) Diesel exhaust also contains black carbon emissions, which contribute to global climate change.

(g) Reduction of diesel emissions can help address these human health and environmental problems.

(h) The United States Environmental Protection Agency has enacted requirements over the past few years requiring the substantial reduction of emissions from new diesel engines in both heavy-duty highway vehicles and land-based non-road equipment. However, these regulations do not apply to any of the over 11 million existing diesel engines in the United States, most of which emit substantially more pollution and often remain in service for 10 to 30 years, depending on the type of engine and equipment.

(i) Practical, cost-effective measures to substantially reduce diesel particulate emissions are available today, and can be applied to many existing diesel engines. The same technology that limits diesel pollution from new diesel engines can be retrofitted onto existing engines or applied in new replacement engines to reduce diesel emissions by 85% or better.

(j) Therefore, the purpose of this ordinance is to minimize the public health risks from exposure to diesel particulate emissions as expeditiously as practicable.

Sec. 30-951. Definitions.

CARB means the California Air Resources Board.

County as used in this chapter (with the exception of the use of the words to describe or identify the Government or Board of Commissioners thereof), means all of the territory in the County exclusive of the City of Chicago.

Department means the Cook County Department of Environmental Control.

Fleet means one or more diesel vehicles or mobile or stationary diesel engines owned or operated by the same person or group of related persons.

Heavy duty diesel vehicle means a motor vehicle with a gross vehicle weight rating of at least 8,500 pounds that is powered by a diesel engine.

Level 1 Control means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 25% or more from uncontrolled engine emission levels.

Level 2 Control means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 50% or more from uncontrolled engine emission levels.

Level 3 Control means a Verified Diesel Emission Control Device that achieves a particulate matter (PM) emission reduction of 85% or more from uncontrolled engine emission levels, or that reduces emissions to less than or equal to 0.01 grams of PM per brake horsepower-hour. Level 3 Control includes repowering or replacing the existing diesel engine with an engine meeting USEPA's 2007 Heavy-duty Highway Diesel Standards (66 Fed. Reg. 5002), or in the case of a nonroad engine, an engine meeting the USEPA's Tier 4 Nonroad Diesel Standards (69 Fed. Reg. 38958); Level 3 Control also includes new diesel engines meeting said emissions standards.

Motor vehicle means any self-propelled vehicle designed for transporting persons or property on a street or highway, including an on-road diesel vehicle.

Nonroad engine means an internal combustion engine (including the fuel system) that is not used in a motor vehicle or a vehicle used solely for competition, or that is not a stationary source, except that this term shall apply to internal combustion engines used to power generators, compressors or similar equipment used in any construction program or project.

Nonroad vehicle means a vehicle or equipment that is powered by a nonroad engine, fifty horsepower and greater, and that is not a motor vehicle or a vehicle used solely for competition, which shall include, but not be limited to, excavators, backhoes, cranes, compressors, generators, bulldozers and similar equipment; nonroad vehicles do not include locomotives or marine vessels.

Prime Contractor means any person or business entity that enters into a public works contract with Cook County.

Public works contract means a contract, budgeted at $2,000,000 or more, with a County agency for a construction program or project bid by Cook County involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; a contract with a County agency for the preparation for any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge; or a contract with a County agency for any final work involved in the completion of any construction program or project involving the construction, demolition, restoration, rehabilitation, repair, renovation, or abatement of any building, structure, tunnel, excavation, roadway, park or bridge.

*Stationary generator*s means a non-mobile machine that uses diesel fuel to produce electrical energy.

Subcontractor means any person or business entity that enters into a contract with a Prime Contractor as defined herein to perform work on a public works contract with Cook County.

Ultra low sulfur diesel fuel means diesel fuel that has a sulfur content of no more than fifteen parts per million.

US EPA means the United States Environmental Protection Agency.

Verified diesel emission control device means:

(1) an emission control device or strategy that has been verified to achieve a specified diesel PM reduction by USEPA or CARB; or

(2) replacement or repowering with an engine that is certified to specific PM emissions performance by USEPA or CARB.

Sec. 30-952. Emission reduction.

(a) Immediately after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall use Ultra Low Sulfur Diesel fuel for diesel motor vehicles, non-road vehicles, and stationary generators used in the performance of the contract.

(b) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any heavy-duty diesel vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls

ıless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:

(a) Subsection (b) shall not apply to any heavy-duty diesel vehicle on the construction site working three days or less over the life of the project.

(b) Subsection (b) shall not apply to any heavy-duty diesel vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department. If the Department makes a written finding that any such vehicle cannot be retrofit with Level 2 controls, said vehicle shall be retrofit with Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.

(c) Any heavy-duty diesel vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (b).

(1) Within two years after the effective date of this ordinance, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that all contractors in the performance of such contract shall not operate any diesel non-road vehicle in the performance of a public works contract unless that vehicle has installed Level 2 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the contractor to the agency of appropriate and sufficient documentary evidence:

- Subsection (c) shall not apply to any diesel non-road vehicle on the construction site working three days or less over the life of the project.
- Subsection (c) shall not apply to any diesel non-road vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 2 Controls, in which case such fleet owner or operator shall install Level 1 Controls that are available and appropriate for such vehicle as determined by the Department.
- Any diesel non-road vehicle that has operational Level 1 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (c).

(2) Beginning January 1, 2014, for Prime Contractors, and beginning January 1, 2016 for Subcontractors, any solicitation for a public works contract and any contract entered into as a result of such solicitation shall include a specification that a Prime Contractor and all Subcontractors in the performance of such contract shall not operate any diesel non-road vehicle in the performance of a public works contract unless that vehicle has installed Level 3 Controls and unless such controls are properly maintained and operating (as provided by regulations promulgated pursuant to this act). Except that, upon provision by the Prime Contractor or Subcontractors to the agency of appropriate and sufficient documentary evidence:

- Subsection (d) shall not apply to any diesel non-road vehicle on the construction site working three days or less over the life of the project.
- Subsection (d) shall not apply to any diesel non-road vehicle with respect to which the Department makes a written finding that such vehicle cannot be retrofit with Level 3 Controls, in which case such fleet owner or operator shall install Level 2 Controls that are available and appropriate for such vehicle as determined by the Department.
- Any diesel non-road vehicle that has operational Level 2 Controls installed prior to the effective date of this act shall have an additional one year to meet the requirements of Subsection (d).

Sec. 30-953. Costs.

All costs associated with meeting these requirements are incidental to the overall contract. No additional time or monies will be granted to the Prime Contractor for compliance with these requirements and any associated regulations.

Sec. 30-954. Compliance.

- Thirty days before beginning work, the Prime Contractor shall submit to the Department for approval a list of all heavy-duty diesel vehicles, non-road vehicles, and stationary generators to be used on the project. The list shall include the following:
- Prime Contractor and Subcontractor name and address, plus contact person responsible for the vehicles or equipment.
- Equipment type, manufacturer, engine model year, engine certification (Tier rating), ECM calibration, horsepower, plate, serial number, and expected fuel usage and/or hours of operation.
- For the pollution control technology installed: technology type, serial number, make, model, manufacturer, EPA/CARB verification number/level, and installation date.
- If the Prime Contractor subsequently needs to bring on site equipment not on the list, the Prime Contractor shall submit the request in writing for prior approval. Additional equipment shall comply with all contract conditions.

- During periods of inactivity, idling of diesel on-road motor vehicles and non-road vehicles shall be minimized and shall not exceed the time allowed under state and local laws.
- Any public works contract shall provide for enforcement of the contract provisions required by Sections 30-952 and 30-955 and penalties for noncompliance of such provisions.

Sec. 30-955. Enforcement.

(a) Any solicitation for a public works contract subject to the provisions of this section and any contract entered into as a result of such solicitation shall include provisions authorizing independent monitoring and inspection of the Prime Contractor and Subcontractor's compliance with the requirements of this section and requiring that the Prime Contractor and Subcontractor comply with this section. The Prime Contractor shall be liable for a fee of $200 for the review of Prime Contractor and Subcontractor's compliance with the provisions of this section, and the County may withhold and deduct the fee from monies otherwise due the Prime Contractor.

(b) All vehicles and equipment to which these requirements are applicable will be subject to random inspections to ensure full compliance with these requirements. If any equipment is found to be non-compliant, the Prime Contractor, Subcontractor or Supplier must remove or retrofit this equipment or vehicle within 24 hours or be subject to liquidated damages pursuant to subdivision (c) of this section until that piece of equipment or vehicle is removed from Project.

(c) In the event of a violation of any provision of this section, except as provided in subdivision (d) of this section, liquidated damages shall be assessed against the Prime Contractor in the amount of $5,000 for each violation (with each piece of noncomplying equipment and each day of noncompliance being a separate violation, not to exceed a total of $50,000 for any one piece of equipment). Said liquidated damages are not imposed as a penalty but as an estimate of the damages that the County will sustain from delay in completion of the work, as well as resultant damages to public health of its citizens, which damages by their nature are not capable of precise proof. The County may withhold and deduct from monies otherwise due the Prime Contractor the amount of liquidated damages due the County.

(d) No Prime Contractor or Subcontractor shall make a false statement or claim with respect to any matter material to compliance with the provisions of this section to the County. Any Prime Contractor or Subcontractor making such a false statement shall pay the County up to $10,000 for each such statement as liquidated damages pursuant to the provisions of subdivision (c) of this section.

(e) Fees and liquidated damages paid to the County under this section shall be placed in the Cook County Environmental Management Fund.

Sec. 30-956. Regulations.

Within six months of the effective date of this act, the Department shall, after written notice and public hearing, promulgate regulations implementing the provisions of this act.

Disclaimer:

The information contained in this web site is provided as a service to the community, and does not constitute legal advice. We try to provide the information as it is reflected in our records, but we make no claims, promises or guarantees about the accuracy, completeness, or adequacy of the information contained in or linked to this web site. As legal advice must be tailored to the specific circumstances of each case, and laws are constantly changing, nothing provided herein should be used as a substitute for the advice of competent counsel or additional research of Cook County's laws and regulations.

Exhibit 18

Addendum Acknowledgement Form

COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER

ADDENDA ACKNOWLEDGEMENT FORM

IMPORTANT NOTICE: Proposers shall acknowledge receipt of any addenda issued on the spaces provided below and submit this form with its proposal. Failure to acknowledge receipt of any addenda issued and submittal of this form may render the proposal non-responsive.

RFP/RFQ No.: _____

Project Name: _____

☐ Addendum No. 1
☐ Addendum No. 2
☐ Addendum No. 3
☐ Addendum No. 4
☐ Addendum No. 5

☐ Other: _____

☐ N/A (No Addenda Issued)

Signature: _____ Date: _____

Name Title: _____

Company: _____

Address: _____

Exhibit 23

Certification of Site Examination for MQF

Respondent

The Respondent to this RFQ has carefully inspected / viewed each site, submitted any Questions and clarifications in writing and received responses from the County. The Respondent is satisfied that it can provide an informed Submission based on its inspection / viewing s, all information received in the RFQ, and County responses.

The following named individual(s) have inspected the properties on behalf of the Respondent:

NAME	Firm	DATE(S) of Inspection/viewing
NAME	Firm	DATE(S) of Inspection/viewing
NAME	Firm	DATE(S) of Inspection/viewing
NAME	Firm	DATE(S) of Inspection/viewing
NAME	Firm	DATE(S) of Inspection/viewing

The Undersigned warrants that the above is a true and accurate statement.

SIGNATURE OF RESPONDENT _____ DATE _____

SIGNATURE OF OCPO BUYER _____ DATE _____

Exhibit 24

Confidentiality Agreement

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS AGREEMENT

The Cook County Office of the Chief Procurement Office ("OCPO") had issued Solicitation #2661-08130 CMAR For Elevator Upgrades and Modernizations for the Cook County Criminal Courts Administration Building, Cook County Criminal Courts Building , and Cook County Domestic Violence Courthouse .

This Confidentiality and Ownership of Documents Agreement (this "Agreement") by and between the Cook County Bureau of Asset Management, Department of Capital Planning ("DCPP") and the [INSERT PORTFOLIO NAME and ABREVIATION] ("XXX"), on behalf of Cook County (the "County"), and the Plan Holder (as defined below), (collectively the "Parties"), relating to the Solicitation shall be deemed effective on the date of execution by the Plan Holder.

RECITALS

WHEREAS, OCPO has issued a Solicitation for the CMAR for [INSERT PROJECT NAME] (the "Project") at the [INSERT FACILITY NAME] ("[INSERT NAME ABREVIATION] "); and

WHEREAS, DCPP manages capital construction project for all County buildings including the Project at ("[INSERT NAME ABREVIATION]"); and

WHEREAS, CCSO provides security for detainees/patients CLARIFY GROUP HERE, employees, and all visitors to INSERT NAME ABREVIATION; and

WHEREAS, the integrity of security systems at INSERT NAME ABREVIATION is critical to ensuring the safety of detainees, correctional officers, patients, CLARIFY GROUP HERE, employees, visitors and the public; and

WHEREAS, the Project is an integral part of the security systems at INSERT NAME ABREVIATION; and

WHEREAS, the County will need to disclose Confidential Information (as defined below) to the Plan Holder (as defined below); and

WHEREAS, the County wishes to share the Confidential Information without the risk of disclosure; and

WHEREAS, this Agreement sets forth the agreement and understating between the County and Plan Holder with respect to the disclosure of Confidential Information.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the matters recited above and the mutual promises made herein, the County and the Plan Holder agree as follows:

1. Plan Holder. The Plan Holder is a natural person and all legal entities, including but not limited to a firm, corporation or business, which obtains the Confidential Information furnished by the County. Any person who obtains the Confidential Information on behalf of a legal entity agrees that he/she is an authorized representative of that legal entity

2. Confidential Information Furnished by County. The Parties agree that all documents, including but not limited to, specifications, drawings, data, studies, plans, reports, material, badges, work product, and product furnished by the County to the Plan Holder, concerning this Solicitation and/or INSERT NAME ABREVIATION operations, shall be deemed Confidential Information.

3. Confidential Information Created by Plan Holder. The Parties agree that all documents, including but not limited to, specifications, drawings, data, studies, reports, work product, product created the Plan Holder, concerning this Solicitation and/or INSERT NAME ABREVIATION operations, including, but not limited to documents and blueprints, shall be deemed Confidential Information.

4. Ownership of Documents. The Parties agree that all Confidential Information is the property of the County, whether it has been furnished by the County to the Plan Holder or whether it was created by the Plan Holder for the Solicitation. Confidential Information is to be used solely in connection with this Solicitation and not to be used on other work.

5. Disposal of Confidential Information. All Confidential Information is to be disposed of upon the Bid Opening Date.

6. Disclosure of Confidential Information. The Plan Holder acknowledges and agrees that information regarding this Solicitation is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by the Plan Holder in any way, whether during the term of this Solicitation or at any time thereafter without the prior written approval of the County. The Plan Holder shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of the County's Confidential Information, as defined in Section 3, to any third party, except as necessary to submit a Design Proposal. Plan Holder shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information.

7. Breach of Agreement. It shall be a breach of this Agreement for the Consultant to fail to comply with the terms of this Agreement, including to reproduce or use, any documents, data, studies, report, work product or product obtained from the County for any purpose other than the Projects.

8. Legally Required Disclosures. In the event that the Plan Holder or any of its Representatives are requested or required (by deposition, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) by any court or governmental agency or authority or other supervisory body, or by application of law, including the Illinois Freedom of Information Act (5 ILCS 140), regulation or legal or regulatory process to disclose any of the Furnishing Party's Confidential Information, such Plan Holder shall provide DCPP with prompt written notice of any such request or requirement and Plan Holder and its Representatives will cooperate with the County in obtaining a protective order or other appropriate remedy reasonably limiting disclosure to appropriate parties relating to the applicable proceeding.

9. Media Inquiries. Plan Holder shall not respond to any media inquiries, including but not limited to questions or requests from radio, television, newspaper, and internet media outlets regarding the Project, the County and any developments of the County without first obtaining the written consent of the County.

10. Confidential Discussions. All communications between the Parties concerning the Solicitation shall be deemed confidential and take place only at a work session convened specifically for such purpose.

11. Term. The term of this Agreement shall commence on the Effective Date upon the Plan Holder's execution of the Agreement and end only if the County notifies the Plan Holder in writing of its decision to terminate the Agreement.

12. Remedies. The Plan Holder agrees that the obligations hereunder are necessary and reasonable to protect the County, INSERT NAME ABREVIATION detainees, correctional employees, patients, CLARIFY GROUP HERE visitors, the public and their business. The Plan Holder also expressly agrees that monetary damages would not be a sufficient remedy for any violation of the terms of this Agreement and, accordingly, each party shall be entitled to seek equitable relief, including, but not limited to, specific performance and injunctive relief as remedies for any violation. Such remedies shall not be deemed to be exclusive remedies for a violation of the terms of this Agreement, but shall be in addition to all other remedies available to the parties at law or equity.

13. Governing Law. This Contract shall be governed by and construed under the laws of the State of Illinois. The Consultant irrevocably agrees that, subject to the County's sole and absolute election, any action or

proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in the courts having status within the City of Chicago, the County of Cook, the State of Illinois, and the Consultant consents and submits to the jurisdiction of any local, state or federal court located within such City, County and State. The Consultant waives any right it may have to transfer or change the venue of any litigation brought against it by the County in accordance with these provisions.

14. Waiver. No term or provision of this Agreement shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall not be a waiver of the provision itself nor a waiver or consent to any subsequent breach. The headings of articles, paragraphs and sections in this Agreement are included for convenience only and shall not be considered by either party in construing the meaning of this Agreement.

15. Severability. If for any reason any provision of this Agreement shall be declared void or invalid, such declaration shall not affect the validity of the remainder of this Agreement which shall remain in full force and effect as if executed with the void or invalid provision eliminated.

16. Entire Agreement. It is expressly agreed that the provisions set forth in these Contract Documents constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in the Contract Documents are of no force and effect.

17. Counterparts. This Agreement may be executed in multiple counterparts with separate signature pages, each such counterpart shall be considered an original, but all of which together shall constitute one and the same instrument. To facilitate the execution of this Agreement, the parties may execute and exchange by facsimile or by pdf counterparts of the signature pages, and such execution shall be deemed an original by the Parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the Plan Holder signs, dates and executes this Agreement as of

Date received RFQ Solicitation: _____

Name of the Company: _____

Address: _____

Telephone: _____

Person receiving the solicitation: _____

Person's signature: _____

Person's Title: _____

Person's Telephone: _____

Person's Email: _____

Exhibit 26

MBE WBE Utilization Plan

(Uploaded Separately)

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Exhibit 27

Identification Subcontr Supplier Subconsult Fillable form (ISF)

(Uploaded Separately)

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Exhibit 31

Economic Disclosure Statement

(Uploaded Separately)

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END