Public Building Commission of Chicago

Request for Qualifications PS976 for

PROGRAM MANAGEMENT OFFICE SERVICES

Issued on June 26, 2006
Due 2:00 p.m., July 25, 2006

Pre-submittal conference on
July 13, 2006, at 2:00 p.m. at 50 W. Washington, Rm 200, Chicago, IL 60602

ONE ORIGINAL RESPONSE WITH ORIGINAL SIGNATURES
AND 5 COPIES, INCLUDING 1 COPY WITHOUT BINDING, MUST BE SUBMITTED

The outside of each envelope or package and each Response must be labeled:

Request for Qualifications
for Program Management Office Services PS976
Due 2:00 p.m., July 25, 2006.
(Name of Respondent)
Package__of__

and returned to:

Public Building Commission of Chicago
Re: Program Management Office Services PS976
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602

To be assured of consideration, the Response must be submitted in sealed envelope(s) or package(s) and received no later than 2:00 p.m. Chicago Time, on July 25, 2006

Mayor Richard M. Daley
Chairman

Montel M. Gayles
Executive Director

I. SCOPE OF SERVICES

A. General Scope of Services and Management Plan

The PBC will be undertaking numerous capital improvement projects over the next several years on behalf of its various client agencies (e.g., City of Chicago, Chicago Public Schools, Chicago City Colleges, and Chicago Park District), and requires a broad range of overall professional management and technical assistance in delivering those projects in a timely and cost-effective manner.

The PBC anticipates that the volume of work undertaken on behalf of our City of Chicago, Chicago City Colleges and Chicago Park District clients will be consistent with that undertaken over the past several years during which time the direct project costs for all PBC programs has been between $250 and $350 million. Program Management Office services procured pursuant to this solicitation will include services for all of these on-going projects and programs with transitioning plans for current projects to be negotiated with the selected consultant.

A significant portion of the PBC's direct project costs is for new school construction on behalf of the Chicago Public Schools. That proportion will increase substantially as the PBC assumes development responsibility for the "Modern Schools Across Chicago" program announced by Mayor Richard M. Daley of June 15, 2006. As part of that $1 billion program, the PBC and its PMO will be expected to deliver 24 new schools, including 9 new high schools and 15 new elementary schools, during the next six years.

The PBC has established a general management structure for developing and implementing capital projects on behalf of its clients, which provides for a division of responsibilities among internal PBC resources, a Program Management Office ("PMO") and architectural/engineering design consultants. Architect-of-Record services will be procured separately as will construction contractors. (The PBC is committed to utilizing the most efficient and cost-effective project delivery methodologies on behalf of its clients and may therefore be contracting with general contractors in traditional design-bid-build scenarios as well as design/builders and at-risk construction managers.) It is not the PBC's intention that the PMO would either procure or provide any of these services.

The PBC intends that, after the Program Management Office is implemented, PBC projects will be undertaken after negotiation and agreement with client agencies to establish each project's initial fixed scope/programming, schedule and budget. Those negotiations will be led by the PBC's Managing Architect with schedule, budget and estimating support of the PMO. (The PMO may also be required to furnish geotechnical engineering, environmental engineering and/or surveying support. Alternatively, the PBC may choose to contract separately for these required services.) PBC negotiations with client agencies will include negotiation of PMO and PBC fees based on proposals to be prepared by the PMO. (PMO project fee proposals will be comprehensive and will include all PMO services necessary to successfully complete delivery of the project: Project Manager costs; estimating, budget and schedule management support; field supervision, testing and inspection support; and invoice review and project accounting support.) The PMO may also be requested to make recommendations regarding appropriate project delivery methods for the project.

Once the PBC formally agrees to undertake a project, responsibility for the project will be transferred to the PMO in accordance with terms agreed to by the client agency. The PMO will: 1) assist the PBC in the selection of the Architect-of-Record (or Design/Builder, or Construction Manager at Risk as appropriate); 2) assist the PBC in the negation of the scope and terms of the Architect-of-Record's contract with the PBC; 3) assign a PMO Project Manager who will assume the hands-on responsibility for the management of the Architect-of-Record and other design phase consultants (subject to the oversight and direction of the PMO Design Manager) and will be accountable for the contract administration of the Architect-of-Record's agreement.

For projects to be delivered via traditional design-bid-build, the PMO will assist the PBC in the final preparation of bid documents (including the plans and specifications prepared by the Architect-of-Record); review bids received in response to public advertisement and make appropriate recommendation to the PBC regarding award of construction contracts.

The PMO Project Manager will continue as the single-point-of-accountability for the project as the manager of the construction contractor with the support of the field supervision, inspection and project accounting furnished by the Program Management Office.

The role of the PMO Project Manager and the responsibilities of the PMO will be modified as appropriate where alternative project delivery systems (e.g. Design/Build or Construction Manager at Risk) are utilized, but in all cases the PMO Project Manager will be the single-point-of-accountability and therefore the PBC's single-point-of-accountability. It will be the PMO's obligation and responsibility to ensure that the necessary and appropriate support and resources are planned for and provided to the PMO Project Manager.

The nature of the projects, and the methods by which each is to be implemented, may vary significantly, especially as between the PBC's various clients. Therefore, the PBC requires a PMO that is highly flexible, knowledgeable, experienced, responsive and able to anticipate changing needs.

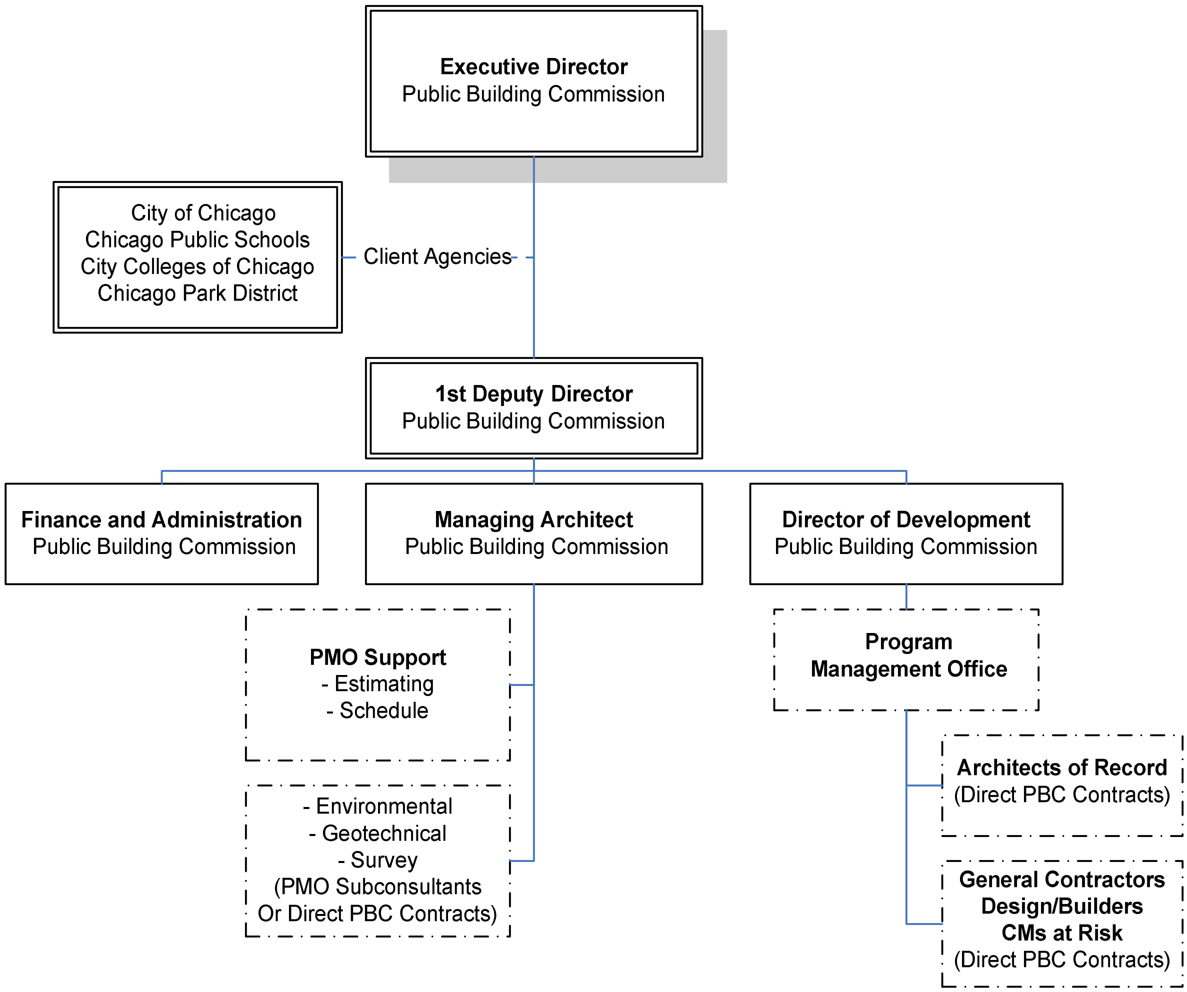
B. Organization and Direction

1. PBC Oversight.

The PMO will work at the direction of the PBC's Executive Director acting through his First Deputy Director and Director of Development. All work will be at the day-to-day direction of Director of Development.

2. Basic Organizational Framework for Integration of PBC and PMO

The chart following this paragraph, "PBC-PMO Organization", provides the general relationship and day-to-day management structure of key consultant resources. It is not intended to illustrate contractual relationships or to illustrate all information flow processes. PBC retains oversight and contractual authority of each Architectural and Engineering consultant and over each Construction Contractor (General Contractor, Design/Builder or Construction Manager at Risk.



The PMO will supply all of the personnel, materials and equipment necessary to satisfactorily perform its services, including any necessary administrative support.

The PBC anticipates that the PMO will function entirely within the PMO's own office space and using equipment provided by the PMO.

The PMO will be required to provide evidence of insurance for professional services in substantially the coverages and amounts provided in **Attachment 1.**

C. Scope of Services - Detailed

The PMO will be required to provide the following services:

1. Program Management.

Program Management for the PBC and management support that will serve to advance specific PBC projects, protect the PBC's operational and financial interests, balance diverse stakeholder requirements, and also assist as requested in resolving issues among other consultant resources.

2. Management Policies and Procedures.

PMO will develop, document and disseminate policies and procedures for the cost-effective and coordinated implementation of programs and projects, with due consideration of cost and schedule controls, design standards, and the operational requirements of the PBC's clients. All tasks will be performed in conformity with environmental and financial requirements. Also, PMO will facilitate development, review and implementation of additional policies and procedures, including Equal Employment Opportunity compliance and MBE/WBE participation, communication, and procurement requirements. The PMO will review existing PBC procedures and make appropriate recommendations for revisions and develop new procedures as necessary to recommend an integrated PBC-wide procedures system.

3. Project Management.

The PMO will provide project managers ("Project Managers") to be responsible for the successful delivery of the projects. The Project Managers' responsibilities will include:

a. Monitoring and tracking project-level cost, schedule and budget requirements, and coordination with program-level and assigned project-level controls personnel;

b. Refining, coordinating and monitoring project scope;

c. Providing input on project delivery methods and contract scope packaging;

d. Identifying resources and processes required for project implementation;

e. Identifying and implementing necessary coordination and communication;

f. Facilitating and expediting the resolution of technical issues, drawing upon necessary resources and experts in applicable disciplines;

g. Facilitating the resolution of contractual issues, drawing upon necessary resources within the PBC and its other consulting resources;

h. Monitoring and reporting on progress and issues affecting project implementation; and

i. Presenting, or facilitating the presentation of, details of project design, construction and progress to the PBC, the client agencies and others as required.

4. Design Management.

The PMO, acting through its assigned Project Managers, will be responsible for performing all necessary design review, detailed design coordination, and QA reviews. The PMO will provide necessary and appropriate direction to and will have QA/QC monitoring responsibility over assigned architectural and engineering consultants. PBC will retain contractual authority and independent oversight of design consultants. PMO will implement (or update and revise as necessary) PBC's existing design review and QA/QC standards for assigned projects. PMO will prepare recommendations for PBC regarding resources and priorities for architectural and engineering consultants.

PMO will review deliverables and/or work product(s) of the Architects-of-Record and other PBC consultants for completeness and timeliness, implement and maintain a design decision impact tracking database to facilitate timely decision-making and enable ready reconciliation of estimates and schedules against baselines. PMO will develop and maintain a performance evaluation system for all Architects-of-Record and other PBC consultants and will facilitate an Errors & Omissions committee.

5. Cost Control.

The PMO will identify opportunities for capital project implementation and life-cycle cost reduction and/or deferral. The PMO will facilitate policy and technical decisions by either preparing or directing the preparation of comprehensive decision analyses, and identify and weight evaluation criteria against project objectives and operational requirements. PMO will develop and implement a tiered contingency management and tracking system and conduct value engineering reviews as required. The PMO will also establish systems for constant identification and evaluation of cost reduction initiatives. PMO will evaluate concept level estimates by the client agencies, the PBC and/or the PBC's other consultants and administer the cost estimating function provided by others.

6. Program Controls.

The PMO will develop and maintain a system of approved schedules and budgets, estimated costs, monitor the progress of the work, forecast cost and completion dates with the capability to identify variances, respond to queries and be flexible to provide report formats responsive to the requirements of the projects. At a minimum, the program control system should have the capability to accept data provided, under controlled circumstances, by other consultants and integrate data from various sources into a single reporting system administered and managed by the PMO.

7. Program Progress Reporting.

The PMO will prepare periodic program-level reports for internal management and stakeholder communications, work with other consultants to secure and synthesize necessary input, and provide data, graphics and other materials as required for internal, external and public presentations.

8. Capital Cost Estimating.

The PMO will be required from time to time to create cost estimates, sensitivity analyses and check estimates. The PMO will also review cost estimates prepared by others and facilitate reconciliation of multiple cost estimates when necessary.

9. Document Management.

The PMO will provide and manage a comprehensive document management system including a computer based program-wide system for the management of documents which prioritizes effective document retrieval, including computer-indexed storage and retrieval capabilities for internal, external, design and construction-related documents, to be used by all program management, construction management, design and other consultant resources. Contractor will also administer the utilization of the system by designers and contractors.

10. Construction Claims Prevention and Management.

The PMO will perform systematic design and constructability reviews so that critical findings are addressed, documented and resolved in a timely manner. As part of its Services, PMO will monitor that design reviews include sufficient review of documents to identify areas of material, inadequate or ambiguous design information that could lead to construction claims or delays if unresolved; provided, however, the PMO shall not assume any responsibility or liability for the errors or omissions of any design architect or engineer. PMO will report such events and recommend actions to the PBC. PMO will develop systematic approaches so that such reviews are completed and followed up by appropriate action.

11. E.E.O. Compliance and MBE/WBE Participation Administration Support.
The PMO may be required to assist the PBC in administering and tracking compliance with workforce diversity, Affirmative Action, City Residency and MBE/WBE participation initiatives, including developing and applying systems for tracking and reporting, providing technical information as required and assisting in projection of workforce requirements per trade, outreach, capacity-building and recruitment efforts as deemed appropriate by the PBC.

12. Special Studies.
From time to time the PBC may request PMO to perform special studies or analyses related to functional, technical or methodological needs identified by the projects.

D. Time Frame

The PBC intends to enter into a professional services agreement ("the Agreement") with the selected Respondent, for a minimum term of five (5) years with up to two 1-year renewals at the PBC's sole discretion thereafter.

E. Quality Assurance Plan and Quality Control (QA/QC) Procedures

One of the management policies and procedures to be established and implemented will address quality assurance and quality control. The PMO will be required to establish standards for its own work, and then monitor and report on its own internal QA/QC performance.

F. Performance Evaluation

The PBC will review the PMO's performance, including performance of Key Staff, Project Managers and Technical Staff, from time to time as required. The PMO will be required to attend meetings as required, at its own expense, to discuss any performance issues, and to rectify any deficiencies in a timely manner.

II. SELECTION PROCESS

An Evaluation Committee (the "EC") will review the Respondent's qualifications in accordance with submittal requirements and evaluation criteria set forth below (see Sections III and IV below) and will recommend a short list of Respondents to the PBC Executive Director. At the Executive Director's discretion, short-listed Respondents may be invited to make oral presentations to the EC. The format of the oral interviews may require short-listed Respondents to prepare and deliver a technical presentation and to respond to technical questions presented at the time of the interview. Technical specifications will be provided to all short-listed Respondents indicating requirements for oral presentations. All short-listed Respondents will be required to respond to the same technical questions with comparable time for preparation.

If the PBC elects to conduct oral interviews, they will take place in Chicago during the week of August 14, 2006. At a minimum, the proposed Key Staff of any short-listed teams must be available to participate in these interviews. See Section IV.B ("Evaluation Criteria") for definition of minimum Key Staff.

The EC will then summarize the evaluation process and results and submit its recommendation to the Executive Director. The Executive Director will make a final determination and request approval from PBC Board of Commissioners to initiate negotiations with one or more of the firms that have submitted their qualifications and whose responses are most advantageous to the PBC.

The PBC reserves the right to seek clarification of information submitted in response to this RFQ and/or request additional information during the evaluation process. The PBC reserves the right to accept or reject any or all qualifications and selections when it is determined, in the sole discretion of the Executive Director, to be in the best interest of the PBC.

Cancellation: The PBC reserves the right to terminate this procurement at any stage if the Executive Director determines it to be in the best interest of the PBC. In no event is the PBC liable to Respondents for any cost or damages incurred by Respondents, subconsultants, subcontractors or other interested parties in connection with the selection process, including but not limited to any and all costs of preparing the Request for Qualifications and participation in any conferences, oral presentations or negotiations.

III. EVALUATION CRITERIA

The EC will review the qualifications in accordance with the following criteria:

A. Respondent's proven experience, capabilities and resources, at both the corporate and individual levels, in independent, professional program management services for major comparable public-sector building programs in the United States during the last 10 years.

B. Qualifications of key staff as demonstrated by job performance in similar capacities on comparable programs. "Key Staff" includes the Program Manager, Deputy Program Manager, Design Manager and Controls Manager.

Best-in-Class:

- *Best-in-Class* responses to this RFQ will propose only Key Staff who are presently employed by the Respondent (or by the lead firm on the Respondent Team).
- All Key Staff will be experienced in the use of the project management, delivery and controls systems typically used by the Respondent.
- The proposed Program Manager and Controls Manager will have experience working together in comparable roles on comparable program management assignments.

(The PBC recognizes its need to facilitate the meaningful participation of MBE/WBE firms in leadership roles within the PMO management structure and therefore anticipates and expects that at least one of the Key Staff positions be filled by a qualified and experienced individual currently employed by one of the MBE/WBE firms participating in the Respondent team. Appropriate roles for that individual would be either Deputy Program Manager or Design Manager. However, where a participating MBE/WBE firm currently employs a suitable candidate for the role of Program Manager or Controls Manager, and that candidate is appropriately experienced in the use of the project management, delivery and controls systems typically used by the Respondent, such a staffing proposal would be favorably received.)

C. Qualifications and availability of Project Managers and Technical Staff (Senior Scheduler, Senior Estimator and Document Control Manager).

Best-in-Class:

- Best-in-Class responses will include at least three available Project Managers who are presently employed by the Respondent (or by the lead firm on the Respondent Team) and experienced in the use of the project management, delivery and controls systems typically used by the Respondent.

Proposed Senior Scheduler, Senior Estimator and Document Control Manager will have demonstrated experience using, respectively, the scheduling, estimating or document management tools proposed by the Respondent for this assignment.

D. Demonstrated experience, professional and technical competence and organizational structure designed to advance major programs and individual project components in an expedited, streamlined environment.

E. Proven systems, management techniques, required expertise and resources designed to facilitate effective decision-making and stakeholder coordination.

F. Completeness and comprehensiveness of response to this RFQ and compliance with the submittal requirements.

G. Absence of any relationship that could constitute a conflict of interest or otherwise impede the ability of the PMO to protect the interests of the PBC or its clients.

H. Level, relevance and quality of the proposed MBE/WBE utilization plan.

IV. SUBMITTAL REQUIREMENTS

A. Format

Submittals should be prepared on standard 8½" x 11" letter size paper and bound on the long side, with material on one side only. Separate each section by labeled tabs and organize in accordance with submittal requirements listed in Section III. Contents. Expensive papers and bindings are discouraged since no materials will be returned. Of the six (6) submittals, at least one (1) must contain original signatures and be marked **ORIGINAL** and one (1) must be submitted without any binding so as to facilitate additional copying by the PBC as required.

Respondents are advised to adhere to submittal requirements. Failure to comply with the instructions of this RFQ may be cause for rejection of submittals. The PBC reserves the right to accept any submittal and/or any part or parts thereof and/or to reject any or all submittals.

The PBC reserves the right to seek clarification of information submitted in response to this RFQ during the evaluation and selection process. The Committee may solicit from previous clients (including the PBC, the City of Chicago, other government agencies, or any other available sources) relevant information concerning the firm's record of past performance.

The Respondents must complete the FORMS provided in **Attachment 2** and the Disclosure of Retained Parties Affidavit provided in **Attachment 3.** Provide all of the information requested on each form. Incomplete forms may result in disqualification from the RFQ Process. Provide copies of the forms, as necessary.

B. Contents

The submittals must include the following items:

1. Cover Letter.

A cover letter signed by an authorized representative of the Respondent. The cover letter must contain a commitment to provide the required Services described with the personnel specified in the qualification submission and to use the MBE/WBE firms identified in the MBE/WBE plan.

2. Executive Summary and Implementation Plan.

The Executive Summary must include a clear description of, and an organization chart illustrating the structure of the Respondent's proposed team, an explanation of how the Respondent satisfies the evaluation criteria, and a detailed statement illustrating Respondent's understanding of the Services and proposed approach to implementation.

Respondents are directed to pay special attention to describing their ability to furnish qualified staff and subconsultants (including MBE/WBE and non-MBE/WBE environmental, geotechnical, surveying, field supervision, testing and inspection and other specialty firms) on the as-required basis sought by the PBC. Preferred staffing and resourcing approaches will be scalable in proportion to program and project requirements with different staff skill sets and different subconsultant capabilities being required depending on the mix, size and complexity of projects that are in programming (negotiations with clients), design, construction and close-out.

3. Qualifications of the Firm(s).

Describe previous program management services, on programs of comparable scope and size. Include project name, location, client, total contract amount (and firm's amount if different), principal-in-charge, day-to-day technical project manager, key staff, date completed, client reference (name, current position and phone number), brief narrative description for each project identified and described above.

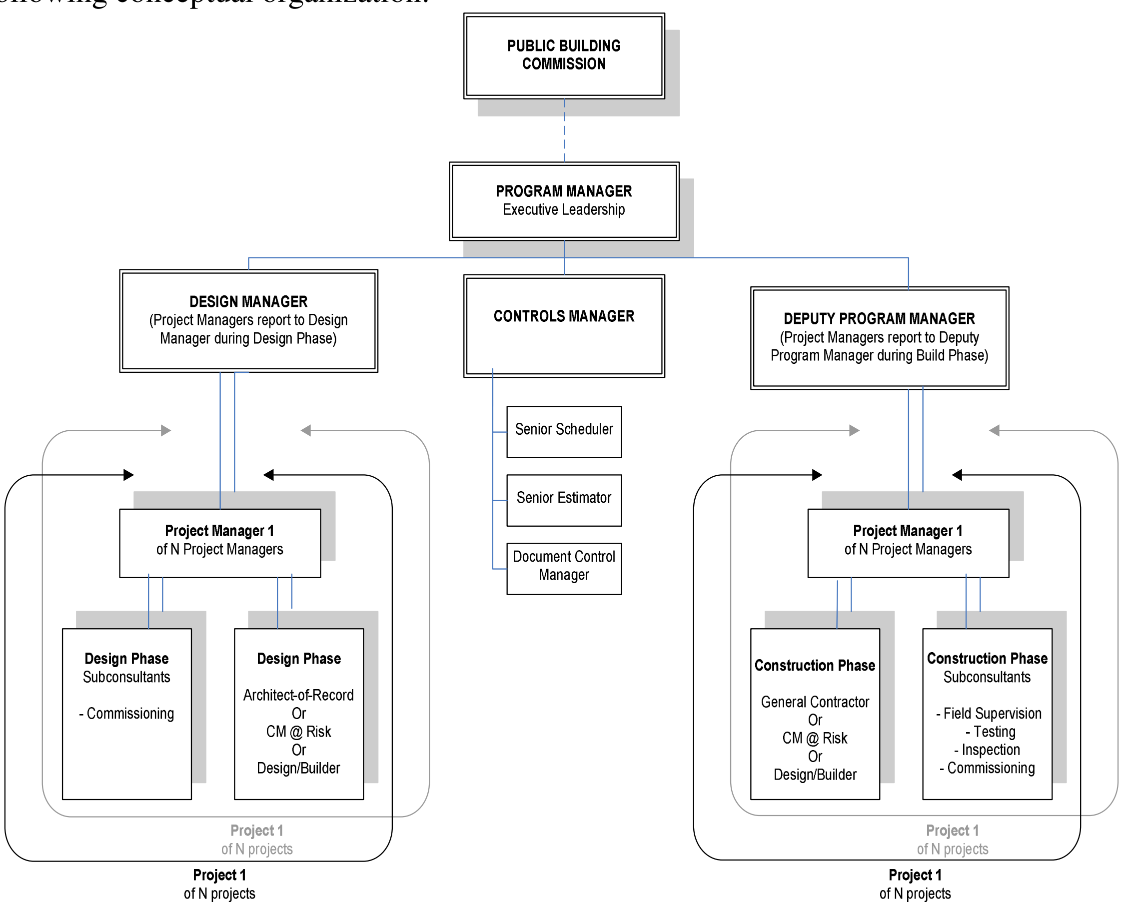
Identify the five (5) programs or projects that Respondent believes best demonstrate its ability to successfully perform as the PBC's Program Management Office.

Best-in Class:

- Best-in-Class responses will identify one or more comparable assignments where proposed Key Staff have successfully performed together in similar roles.

4. Qualifications of Key Staff.

Submit current resumes that provide 3 or more years of employment history for each of the proposed Key Staff positions: **Program Manager**, **Deputy Program Manager**, **Design Manager** and **Controls Manager.** Responsive resumes will demonstrate that each has the qualifications and experience commensurate with responsibilities corresponding to the following conceptual organization:



Key Staff should be current employees of the Respondent and be available to attend all oral interviews for that Respondent.

In the event of a Joint Venture or other similar configuration comprised of more than one firm, the Key Staff will be employees of the prime Respondent. The prime Respondent is the member of the Joint Venture or similar configuration that has the greatest responsibility for delivery of the Scope of Services in this RFQ, including majority ownership in the Joint Venture or similar configuration.

Respondent should assume that these four Key Staff positions are the only year-round full-time positions to be committed to this assignment. All other positions required to deliver PBC projects will be filled as required for the successful management and delivery of PBC projects.

Responsive resumes will describe previous related experience and provide references including: Name, address and telephone number of a contact person; and brief description of the project(s), as well as any professional certifications, accreditation, special licensing or other qualifications which qualifies the professional to perform the designated area of responsibility.

5. Organizational Structures.
Respondents are invited to propose alternative organizational structures. The PBC expects to be able to benefit from the experience and expertise that Respondents bring to the RFQ process but alternative approaches should be designated as such and Respondents offering alternative approaches should carefully and completely describe each recommended variance and the corresponding benefit.

6. Qualifications and Availability of Project Managers and Technical Personnel.
Submit current resumes for Project Managers available to be committed to PBC projects on an as-required basis. Indicate specifically which of the offered Project Managers are available for immediate assignment. Note specifically that preferred Project Managers will have successful experience performing in comparable project management roles during *both* the design phase and the construction phase of projects. Resumes should demonstrate that proposed Project Managers have experience using the project management, delivery, controls and other systems typically used by Respondent and/or proposed to be used on this program.

Submit current resumes for Senior Scheduler, Senior Estimator and Document Control Manager. Respondents should assume that these positions are to be staffed as required and may not be full time. Resumes for the proposed Senior Scheduler, Senior Estimator and Document Control Manager should demonstrate each individual's experience using, respectively, the scheduling, estimating or document management tools proposed by the Respondent for this assignment.

Responsive resumes will describe previous related experience and provide references including: Name, address and telephone number of a contact person; and brief description of the project(s), as well as any professional certifications, accreditation, special licensing or other qualifications which qualifies the professional to perform the designated area of responsibility.

7. Conflict of Interest.
Identify existing relationships with entities doing business for the PBC, the City of Chicago, the Chicago Public Schools, Chicago City Colleges, Chicago Park District and any other local public agency for which the PBC provides services, and explain why those relationships will not constitute a real or perceived conflict of interest.

8. Commitment to MBE/WBE participation.

The PMO will identify how it will meet or exceed the goals for Minority Business Enterprise and Women-Owned Business Enterprise (MBE/WBE) participation as set by the PBC. A copy of the PBC's policies for such participation is provided as **Attachment 4**.

C. Submission Data

Responses must be received by the PBC at the address shown in the RFQ up to the date and time shown herein. It is the Respondent's sole responsibility to see that the response is received as stipulated. The response must be complete and contain the number of copies shown in the RFQ document. Any false statement(s) made by the Respondent will void the response and eliminate the Respondent from further consideration. When responses are delivered by mail or messenger to the PBC the Respondent is responsible for delivery BEFORE the due date and time. If delivery is delayed beyond the established deadline, the Response is late and may not be considered.

ONE (1) ORIGINAL RESPONSE WITH ORIGINAL SIGNATURES AND FIVE (5) COPIES, INCLUDING ONE (1) COPY WITHOUT BINDING, MUST BE SUBMITTED

The outside of each envelope or package and each Response must be labeled:

Request for Qualifications PS976
For Program Management Office Services
Due 2:00 p.m., July 25, 2006.
(Name of Respondent)
Package__of__

The outside of each envelope or package must be addressed and returned to:

Public Building Commission of Chicago
Re: Program Management Office Services PS976
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602

To be assured of consideration, the Submittal(s) must be submitted in sealed envelope(s) or package(s) and received no later than 2:00 p.m. Chicago Time, on July 25, 2006.

Questions should be submitted by fax and directed to Victoria Cerinich, Contract Negotiator, at fax number 312-744-3572. If necessary, such as to verify that a fax to the PBC has been received, Victoria Cerinich may be contacted by telephone at 312-744-9294.

ATTACHMENT 1 INSURANCE REQUIREMENTS

PROGRAM MANAGEMENT

The PMO must provide and maintain at PMO's own expense, for the duration of the Agreement and during any time period following expiration of Agreement, if PMO is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Agreement.

A. Insurance to Be Provided

Workers' Compensation and Employers Liability

Workers' Compensation as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than $1,000,000 each accident, illness or disease.

Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $50,000,000 per occurrence per project for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations (maintained for a minimum of three (3) years following termination of the agreement), explosion, collapse, underground, separation of insureds, defense, and contractual liability. The PBC and respective Client Agencies are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for PMO must maintain limits of not less than $2,000,000 with the same terms in this subsection.

Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, PMO must provide Automobile Liability Insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage. The PBC and respective Client Agencies are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for PMO must maintain limits of not less than $2,000,000 with the same terms in this subsection.

All Risk Builders Risk

The PMO must provide Builder's Risk providing All-Risk coverage on a replacement cost basis for each project. The policy will include but is not limited to coverage for all materials, equipment, machinery, fixtures, furniture, form work and temporary structures, loss arising out of testing. resulting damage from error or omission in design, plans or specifications and resulting damage arising out of faulty or defective workmanship or materials; freezing, and collapse; permission for use or occupancy of the Work while insured by the policy; off-premises utility interruption and ordinance or law and increased cost of construction; off-premises storage of materials, materials in-transit to the job-site; extra expense; flood, earth movement; and debris removal . The PBC is to be named insured and loss payee.

Contractor's Pollution Liability

When any work is performed which may cause a pollution exposure, PMO must provide Contractor's Pollution Liability with limits of not less than $5,000,000 per occurrence. The policy will provide coverage for bodily injury, property damage, environmental cleanup, remediation, transportation and disposal caused by pollution conditions and other losses caused by pollution conditions that arise from the Work.

When the policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of three (3) years. The PBC and Client Agencies are to be named as additional insured's on a primary, non-contributory basis.

Subcontractors performing work for PMO must maintain limits of not less than $1,000,000 with the same terms in this subsection.

Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, PMO must provide, with respect to the operations that PMO or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

Professional Liability Insurance (Errors & Omissions)

The PMO or other professional consultant who provide services will maintain professional liability insurance with limits of not less than $5,000,000, providing coverage for claims allegedly arising out of errors, omissions, negligent acts or breach of professional duties due to their performance, or failure to perform services. When the policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for PMO must maintain limits of not less than $1,000,000 with the same terms in this subsection.

Directors and Officers Liability

The selected PMO must maintain Directors and Officers Liability Insurance in connection with this Agreement with limits of not less than $5,000,000. Coverage shall include any actual or alleged act, error or omission by directors or officers while acting in their individual or collective capacities. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of services under this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Valuable Papers

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

Property

PMO will purchase and maintain Property Insurance, covering all property owned, leased, borrowed, or in control of PMO including, without limitation, tools, equipment and materials

The PBC and the Client Agencies shall not be responsible for, nor will they insure, the property of PMO or any subcontractor.

The PMO is responsible for all loss or damage to Commission and/or Client Agency property at full replacement cost.

Watercraft and Aircraft Liability

In the event that the PMO or Subcontractor utilizes watercraft and/or aircraft in connection with the work, PMO or Subcontractor shall maintain protection and indemnity coverage and/or aircraft liability coverage in amounts not less than $10,000,000 per occurrence, combined single limit for bodily injury liability and Property Damage. The PBC and the

Client Agencies are to be named as additional insured's.

B. Additional Requirements

The PMO must furnish the PBC original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement or beginning of work, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The PMO must submit evidence of insurance prior to Agreement award. The receipt of any certificate does not constitute agreement by the PBC that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the PBC to obtain certificates or other insurance evidence from PMO is not a waiver by the PBC of any requirements for the PMO to obtain and maintain the specified insurance coverage. The PMO shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve PMO of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the PBC retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 60 days prior written notice to be given to the PBC in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self- insured retentions on referenced insurance coverage must be borne by PMO.

The PMO hereby waives and agrees to require their insurers to waive their rights of subrogation against the PBC and the respective Client Agencies and their employees, elected and appointed officials, agents, or representatives.

The coverage and limits furnished by PMO in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the PBC and the Client Agencies do not contribute with insurance provided by the PMO under the Agreement.

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

If PMO is a partnership, joint venture or a limited liability company, the insurance policies must name the partnership, joint venture or the limited liability company as a named insured.

The PMO must require all subcontractors to provide the insurance coverage required herein or PMO may provide the insurance coverage for subcontractors. All subcontractors are subject to the same insurance requirements of PMO unless otherwise specified in this Agreement.

If PMO or subcontractor desires additional insurance coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The PBC Risk Management Division maintains the right to modify, delete, alter or change these requirements.

ATTACHMENT 2 FORMS

FORM A GENERAL INFORMATION ABOUT THE RESPONDENT

I. RESPONDENT BUSINESS INFORMATION

Name of Firm: ______________________________ Phone No. (_____)______________________________

Address: ___________________________________ Fax No. (_____)______________________________

___________________________________ County: ___________________________________

Other means of communicating with the Firm, if any (mobile phone, pager, e-mail):

____ _________________________________

____

Mailing Address: ____

____ County: ______________________________

Contact Person:______________________________ Phone No. (_____)______________________________

Submittal is for: ____ Parent Company ____ Subsidiary _____ Division _____ Branch Office

Parent Company Name: ____

Address: ____

____

Type of Firm: _____ Corporation State ____________ Date ___________

_____ Partnership _____ Individual ____ Joint Venture _____ Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on Form B-1.

How many years has the firm or venture been in business under its present name? ___________________________

Under what other names, if any, has the firm or venture operated? ____

____

How many years has your organization been in business performing program management office services?

Number of years: __________________

How many professional services agreements for program management office services has the firm participated in during the last five (5) years:

a.Proposed ____
b.In Progress____
c.Completed ____

FORM A GENERAL INFORMATION ON THE RESPONDENT (CONTINUED)

II. LICENSING

Is the firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes____________ No______________

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

Category	Registered License (or license number)	Organization issuing License	Intend to Perform? Yes/No

III. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in Attachment 1 Insurance.

Commitment to comply with the indemnification provisions and all other requirements.

I/We ____ an authorized representative of the Respondent agree to comply with indemnification provisions and all other requirements.

Signed by: __________________________

Title: ______________________________

State of ___________________

County of__________________

Signed and sworn to before me

this ____ day of ________________200_

____
Notary Public

Notary Seal

FORM B-1 RELEVANT PROGRAM MANAGEMENT OFFICE SERVICES EXPERIENCE

Make copies of Form B-1 as necessary. Provide one Form B-1 per comparable program management contract. Include the two largest program management contracts completed in the last two years. Incomplete contract experience may not be considered.

Indicate which firm on the Respondent's team or whether the Respondent itself participated in this contract: Respondent or Respondent Team member: ____

Indicate (check one) the status for the above participant in this contract:

___Prime ___Joint Venture ___Partner ___Subconsultant ___Subcontractor ___Supplier

Contract Title: ______________________________ Dollar Value $ ____________________

Location: ______________________________ Self-performed $ ____________________

____

____

Owner/Agency: ______________________________ Contact Person: ____________________

Address: ______________________________ Address: ____________________

______________________________ ____________________

Other contacts (specify name, organization, address, and phone number)

____

____

Describe the contract scope and type of work that was self-performed by the Respondent. Identify the Respondent's key personnel involved in the contract. Describe highlights that give the Respondent distinct advantages over other firms in the construction management industry.

____

____

____

____

____

____

____

FORM B-2 BUSINESS REFERENCES

Provide at least five business references. Include client references from owners of large construction projects and public building construction projects, such as schools, police and fire or similar public safety buildings, other government-owned buildings. Duplicate this page as necessary.

Contact: ____

Name of Firm: ____

Address:____

____

Phone No. (_______) _____________________

Describe relationship: ____

____

Contact: ____

Name of Firm: ____

Address:____

____

Phone No. (_______) _____________________

Describe relationship: ____

____

Contact: ____

Name of Firm: ____

Address:____

____

Phone No. (_______) _____________________

Describe relationship: ____

FORM C LEGAL ACTIONS

Referring to the past ten years, if the answer to any of the questions below is YES, provide a brief description or explanation on a separate sheet.

1. Has the firm or venture been issued a notice of default on any contract awarded to it in the last three years?
   Yes ______ No _____

2. Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?
   Yes _____ No _____

3. If yes, include dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation.
   $__________________

4. Within the past three years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?
   Yes _____ No _____

5. Within the last three years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?
   Yes _____ No _____

6. Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?
   Yes _____ No _____

7. Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?
   Yes _____ No _____

8. Within the last three years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations?
   Yes _____ No _____

9. Has the firm or venture ever failed to complete any work awarded to it?
   Yes _____ No _____

FORM D DISCLOSURE AFFIDAVIT

Name: ____

Address: ____

Telephone No.: ____

Federal Employer I.D. #.: __________________Social Security #: ______________________

Nature of Transaction:

[ ] Sale or purchase of land
[ ] Construction Contract
[ ] Professional Services Agreement
[ ] Other

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Any firm proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned____________________, as ____
(Name) (Title)
and on behalf of ____
("Bidder/ Respondent" or "Contractor") having been duly sworn under oath certifies that:

I. DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all bidders, Respondents or contractors shall provide the following information with their bid or proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Bidder/Respondent/Contractor is a: [ ] Corporation [ ] LLC
[ ] Partnership [ ] LLP
[ ] Joint Venture [ ] Not-for-Profit Corporation
[ ] Sole Proprietorship [ ] Other

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of incorporation or organization ____

b. Authorized to do business in the State of Illinois: Yes [ ] No [ ]

c. Names of all officers of corporation or LLC (or attach list): | Names of all directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
__________________	__________________	__________________	__________________
__________________	__________________	__________________	__________________
__________________	__________________	__________________	__________________

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
____________________	______________________________	________%
____________________	______________________________	________%
____________________	______________________________	________%

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
____________________	______________________________	________%
____________________	______________________________	________%
____________________	______________________________	________%

f. For LLC's, state whether member-managed or identify managing member:

____

g. For LLC's idendify each member

Name (Print or Type)	Address	Ownership Interest
____________________	______________________________	________%
____________________	______________________________	________%
____________________	______________________________	________%

h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
Yes [ ] No [ ]

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

a. If the bidder, Respondent or contractor is a partnership, indicate the name of each partner and the percentage of interest of each therein. Also indicate, if applicable, whether general partner (GP) or limited partner (LP).

Name of Partners (Print or Type)	Percentage Interest
____	____________%
____	____________%
____	____________%

SECTION 3. SOLE PROPRIETORSHIP

a. The bidder, Respondent or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [ ] No [ ]

If NO, complete items b. and c. of this Section 3.

b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

____

____

____

c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)	Address(es)

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder, Respondent or contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)	Address(es)

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

a. State of incorporation ________________________________

b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. CONTRACTOR CERTIFICATION

A. CONTRACTOR

1. The Contractor, or any subcontractor to be used in the performance of this contract, or any affiliated entities of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of three years prior to the date of award of the subcontract:

    a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or

    b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

    c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.[3]

3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating[4] in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.

4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.

b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and

d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

B. SUBCONTRACTOR

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section 1 of this Disclosure Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.

2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.

4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.

5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.

2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.

3. If the Contractor is unable to certify to any of the above statements [(Section II (C)], the Contractor shall explain below. Attach additional pages if necessary.

____

____

____

If the letters "NA", the word "NONE" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

4. If any subcontractors are to be used in the performance of this contract or agreement, the Contractor shall cause such subcontractors to certify as to paragraph (C)(1) or (C)(2) of this certification. In the event that any subcontractor is unable to certify to any of the statements in this certification, such subcontractor shall attach an explanation to this certification.

D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.

2. If Contractor is unable to certify to the above statement, Contractor shall explain below and attach additional sheets if necessary.

____

____

____

If the letters "NA", the word "NONE" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

E. ANTI-COLLUSION

The Contractor, its agents, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

F. PUNISHMENT

A Contractor who makes a false statement material to Section II(A)(2) of this certification commits a Class 3 felony. 720 ILCS 5/33E-11(b).

G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

1. The Contractor is not a party to any pending lawsuits against the City of Chicago, Public Building Commission of Chicago, Board of Education, client or user agency nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.

2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.

____

____

____

If the letters "NA", the word "NONE" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor has, during a period of five years prior to the date of execution of this Affidavit: (1) violated or engaged in any conduct which violated federal, state or local Environmental Restriction[5], (2) received notice of any claim, demand or action, including but not limited to citations and warrants, from any federal, state or local agency exercising executive, legislative, judicial, regulatory or administrative functions relating to a violation or alleged violation of any federal, state or local statute, regulation or other Environmental Restriction; or (3) been subject to any fine or penalty of any nature for failure to comply with any federal, state or local statute, regulation or other Environmental Restriction.

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

____

____

____

(Attach additional pages of explanation to this Disclosure Affidavit, if necessary.)

If the letters "NA", the word "NONE" or no response appears on the lines above, it will be conclusively presumed that the Undersigned certified to the above statements.

B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.

C. Until completion of the Contract's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set froth in either 1 or 2 constitutes an event of default.

Check one:

1. _____ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.

2. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.

3. _____ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at le one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).

4. _____ There are no Substantial Owners.

V. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor set forth on page 1 of this Disclosure Affidavit and are a material inducement to the Public Building Commission of Chicago's execution of the contract, contract modification or contract amendment with respect to which this Disclosure Affidavit is being executed and delivered on behalf of the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

VI. VERIFICATION

Under penalty or perjury, I certify that I am authorized to execute this Disclosure Affidavit on behalf of the Contractor set forth on page 1, that I have personal knowledge of all the certifications made herein and that the same are true.

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the

PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Procurement, 50 W. Washington, Room 200, Chicago, IL 60602.

____

Signature of Authorized Officer

____

Name of Authorized Officer (Print or Type)

____

Title

____

Telephone Number

State of ______________________

County of _____________________

Signed and sworn to before me on this ______ day of ____________, 20____by

______________________ (Name) as _____________________ (Title) of

______________________________________ (Respondent)

____

Notary Public Signature and Seal

Notes 1-5 Disclosure Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identify of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.

2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.

3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.

4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.

5. “Environmental Restriction” means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) Comprehensive Environment Response and Compensation and Liability Act (42 U.S.C. § 9601 *et seq*.) the Hazardous Material Transportation Act (49 U.S.C. § 1801 *et seq*.); (4) the Resource Conversation and Recovery Act of 1976 (42 U.S.C. § 7401 *et seq*.); (5) the Clean Water Act (33 U.S.C. § 1251 *et seq*.); (6) the Clean Air Act (42 U.S.C. § 7401 *et seq*.); (7) the Toxic Substances Control Act of 1976 (15 U.S.C. § 2601 *et seq*.); (8) the Safe Drinking Water Act (42 U.S.C. § 300f); (9) the Occupational Health and Safety Act of 1970 (29 U.S.C. § 651 *et seq*.); (10) the Emergency Planning and Community Right to Know Act (42 U.S.C. § 11001 *et seq*.); and (10) the Illinois Environmental Protection Act (415 ILCS 5/1 through 5/56.6).

ATTACHMENT 3 DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used in this Agreement, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").

2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about attorneys, lobbyists, consultants, subcontractors, and other persons whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.

3. "Lobbyists" means any person (a) who for compensation or on behalf of any person other than himself undertake to influence any legislative or administrative action, or (b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certifications

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction:

Description or goods or services to be provided under Contract: #

2. Full Legal Name of Contractor:

3. EACH AND EVERY attorney, lobbyist, accountant, consultant, subcontractor, or other person retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary. NOTE: You must include information about certified MBE/WBEs you have retained or anticipate retaining, even if you have already provided that information elsewhere in the contract documents.

Retained Parties:

Name	Business Address	Relationship (Attorney, Lobbyist, Subcontractor, etc.)	Fees (indicate whether paid or estimated)

Check Here If No Such Persons Have been Retained or Are Anticipated To Be Retained: ______

4. The Contractor certifies that it understands and agrees as follows:

The information provided in this Disclosure of Retained Parties is a material inducement to the Commission to execute the contract or other action with respect to which this Disclosure of Retained Parties form is being certified, and the Commission may rely on the information provided in it. Furthermore, if the Commission determines that any information provided in it is false, incomplete, or inaccurate, the Commission may at its sole option terminate the contract or other transaction, and may terminate the Contractor's participation in the contract or other transactions with the Commission.

If the Contractor is uncertain whether a disclosure is required under this Disclosure of Retained Parties, Contractor must either ask the Commission's Representative or his or her manager at the Commission whether disclosure is required, or make the disclosure.

This Disclosure of Retained Parties form, some or all of the information provided in it, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The

Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

Under penalty of perjury, I certify that I am authorized to execute this Disclosure of Retained Parties on behalf of the Contractor and that the information disclosed herein is true and complete.

Signature:____________________________ Date: ________________________________

______________________________ _________________________________

Name (Type or Print) Title

County of __________________
State of _____________________

Subscribed and sworn to before me this __________ day of ________ 20___

____
Notary Public
My commission expires:_____________

Notary Seal:

ATTACHMENT 4 SPECIAL CONDITIONS FOR M/WBE PARTICIPATION

Special Conditions Regarding Remedial Program for
Utilization of Minority Business Enterprise ("MBE"),
Women Business Enterprise ("WBE") and
Economically Disadvantaged Firms

I INTRODUCTION

A In February 1992 the Board of Commissioners (the "Board") of the Public Building Commission of Chicago (the "Commission") adopted a Remedial Program for Utilization of MBE and WBE firms (the "Program") as a means of providing open access to the award of Commission Contracts and to remedy the effects of racial and sexual discrimination which have placed such firms at a competitive disadvantage in the award of Commission Contracts.

B In 2003, District Judge James B. Moran in the case *Builders Association of Greater Chicago v. City of Chicago*, No. 96 C 1122 (N.D. Ill.) held that the evidence introduced at trial demonstrated that past and current discriminatory practices continue to place MBE and WBE firms at a competitive disadvantage in the award of governmental contracts and such practices have and continue to impede the growth and success of MBE and WBE firms.

C The Commission has a compelling interest in preventing public funds from perpetuating the past and current discrimination against MBE and WBE firms which currently exist in the market.

D The February 1992 Program adopted by the Commission has not been sufficient to ameliorate the effects of racial and gender discrimination in the marketplace.

E The remedies adopted herein by the Commission will not overly burden non-MBE and non-WBE firms in the award of Commission Contracts.

F The Commission will periodically review MBE and WBE participation on contracts awarded by the Commission to insure that the Commission continues to have a compelling interest in remedying discrimination against MBE and WBE firms in the award of Commission Contracts and that the measures adopted herein remain narrowly tailored to accomplish that objective.

II POLICY STATEMENT

A It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Contractor must agree that it shall not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.

B The Commission shall require the Contractor also agrees to take affirmative action to ensure that MBE and WBE firms shall have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

III

A For purposes of this Special Condition, the following definitions shall apply:

(a) "Affiliate" of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with the person or entity. In determining whether persons or entities are affiliates, the Commission shall consider all appropriate factors including common ownership, common management and contractual relationships. Affiliates shall be considered together in determining whether a firm is a Small Business Enterprise.

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

(c) “Certification” or “Certified” shall mean a person or entity qualified or granted certification as a Minority Business Enterprise (MBE) or Woman Business Entity (WBE) by the City of Chicago.

(d) “Commercially useful function” means responsibility for the execution of a distinct element of the work of the contract which is carried out by actually performing, managing and supervising the work involved or fulfilling responsibilities as a joint venture.

(e) “Construction Contract” means a contract for the construction, repair, alteration, renovation or improvement of any building, facility or other structure.

(f) “Contract” means any contract awarded by the Commission which is to be paid from funds belonging to or administered by the Commission regardless of source.

(g) “Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission’s progress towards meeting the aspirational goals.

(h) “Contractor” means any person or business entity that seeks to enter into a Construction Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

(i) “Economically disadvantaged” means an individual whose personal net worth is less than $750,000, indexed annually for the Chicago Metro Area Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Standards, beginning January, 1999.

(j) “Executive Director” means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(k) “Good faith efforts” means actions undertaken by a Contractor to achieve a Contract Specific Goal that by their scope, intensity and appropriations to the objective can reasonably be expected to fulfill the Program’s requirements.

(l) “Joint venture” means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly-defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest. Joint ventures must have an agreement in writing specifying the terms and conditions of the relationships between the parties and their relationship and responsibilities to the contract.

(m) “Local business enterprise” means, for purposes of Certification, a business entity located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (the “Six County Region”), which has the majority of its regular, full time work force located within the Six County Region.

(n) “Minority” means:

(i) Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:

(A) African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;

(B) Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and

(ii) Individual members of other groups, including but not limited to Asian-Americans, Arab-Americans and Native-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(n) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51 percent owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51 percent of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

(o) "Owned" means having all of the customary incidents of ownership, including the right of disposition and sharing in all of the risks, responsibilities and profits commensurate with the degree of ownership.

(p) "Personal net worth" means the net value of the assets of an individual after total liabilities are deducted. An individual's personal net worth does not include the individual's ownership interest in an applicant or other certified MBE or WBE or the individual's equity in his or her primary place of residence. As to assets held jointly with his or her spouse, an individual's personal net worth includes only that individual's share of such assets. An individual's net worth also includes the present value of the individual's interest in any vested pension plans, Individual Retirement Accounts, 401(K) accounts or other retirement savings or investment programs less the tax and interest penalties that would be imposed if the asset were distributed at the present time.

(q) "Program" means the minority- and women-owned business enterprise construction procurement program established in this special condition.

(r) "Small business enterprise" means a small business as defined by the U.S. Small Business Administration pursuant to the business size standards found in 13 C.F.R Part 121 relevant to the scope(s) of work the firm seeks to perform on Commission contracts. A firm is not an eligible small business enterprise in any fiscal year in which its gross receipts, averaged over the firms's previous five fiscal years, exceed the size standards of 13 C.F.R Part 121.

(s) "Small local business enterprise" means a business that is a small business enterprise and a local business enterprise.

(t) "Woman" means a person of the female gender, who is presumed to be socially disadvantaged.

(u) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51 percent owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged women.

IV ASPIRATIONAL AND CONTRACT SPECIFIC GOALS

A Upon the effective date of these Special Conditions, the bi-annual aspirational goals shall be to award 24 percent of the annual dollar value of all Commission Construction Contracts to certified MBEs and 4 percent of the annual dollar value of all Commission Construction Contracts to qualified WBEs and 25 percent of the annual dollar value of all other

Commission Contracts to certified MBEs and 5 percent of the annual dollar value of the all other Commission Contracts to certified WBEs.

The Commission shall establish subsequent bi-annual aspirational goals for the award of Commission Contracts based on the best available evidence. Quotas are hereby prohibited.

B As one method to achieve the aspirational goals, the Executive Director is authorized to establish contract specific goals for MBE and WBE participation for each contract let through competitive bidding. Contract specific goals shall be based on normal industry practice, as determined in consultation with other governmental agencies, the scope of work of the contract, the availability of at least three MBEs and three WBEs to perform the functions of those individual contracts, and the Commission's progress to date towards meeting the bi-annual, aspirational goals of Section 4.1. The Executive Director shall implement administrative procedures to establish contract-specific goals.

C Each Bidder's commitment to utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of the Bidder. Further, the Bidder must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value of ten (10%) percent of the initial Contract value or fifty thousand ($50,000) dollars, whichever is less.

D Failure to carry out the commitments and policies set forth in this Program shall constitute a material breach of contract and may result in termination of the Contractor or such other remedy as the Commission deems appropriate.

V RACE AND GENDER-NEUTRAL MEASURES

A The Commission shall develop and use race and gender-neutral measures to facilitate the participation of small business enterprises in Commission Contracts. Race and gender-neutral measures shall be used to the maximum feasible extent to meet the bi-annual aspirational goals established in Section 4.1. These measures may include, but are not limited to:

(a) Arranging solicitation times for the presentations of bids, specifications, and delivery schedules so as to facilitate the participation of interested contractors and subcontractors;

(b) Segmenting contracts so as to facilitate the participation of small business enterprises;

(c) Providing assistance to businesses in overcoming barriers such as difficulty in obtaining bonding and financing;

(d) Providing timely informational programs on contracting procedures, bid preparation and specific contracting opportunities;

(e) Holding pre-bid conferences, where appropriate, to explain the projects and to encourage contractors to use small business enterprises as subcontractors;

(f) Adopting prompt payment procedures, including requiring by contract that prime contractors pay subcontractors within specified days of receipt of payment from the Commission and where necessary, issuing payments directly to subcontractors in lieu of payments to prime contractors;

(g) Reviewing bonding, insurance and retainage requirements so as to eliminate unnecessary barriers to and reduce the burdens of contracting with the Commission;

(h) Expediting payments and advancing payments to cover start-up and mobilization costs, where appropriate;

(i) Providing information concerning small business loan programs and other programs providing access to capital to small business enterprises;

(j) Collecting information from all prime contractors on Commission construction contracts detailing the bids received from all subcontractors for Commission construction contracts and the expenditures to subcontractors utilized by prime contractors on Commission construction contracts;

(k) At the discretion of the Executive Director, letting a representative sample of Commission construction contracts without goals to determine MBE and WBE utilization in the absence of goals;

(l) Providing a bid preference on construction contracts of 2 percent for firms bidding on prime contracts whose principal place of business is located in the City of Chicago;

(m) Limiting the self-performance of prime contractors, where appropriate;

(n) Creating a target market program for bidding on Commission prime construction contracts by small local business enterprises;

(o) To the extent practicable, awarding contracts requiring the expenditure of funds not exceeding $5,000 to small local business enterprises; and

(p) Referring complaints of discrimination against MBEs or WBEs to appropriate authorities, for investigation and resolution.

VI CONTRACT PROVISION

A Each Commission Contract let through competitive bidding with an estimated value in excess of $5,000 for which contract specific goals have been established shall contain the following requirements:

(a) Include with the bid specifications for each competitively bid contract a list of certified MBEs and WBEs that are available to perform the work required by the specifications or otherwise make such a list available to potential contractors.

(b) A description of this Special Condition and the program including the requirement of an approved compliance plan; the requirements related to achieving the goals and counting MBE our WBE participation towards meeting the goals; if goals are not met, the requirement of documentation of the Contractor's good faith efforts to achieve the goals including the good faith efforts of MBEs and WBEs to achieve the goal for which they do not qualify; and a requirement that the Contractor commit to the expenditure of at least the dollar value of the contract specific goals with one or more MBEs and one or more WBEs or make good faith efforts to do so. This commitment may be met by the contractor's status as a MBE or WBE, a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE's or WBE's participation in such joint venture), subcontracting a portion of the work to one or more MBEs or WBEs, purchasing materials or services for the work from one or more MBEs or WBEs or by any combination of the foregoing;

(c) A requirement that prime contractors on Commission construction contracts notify MBEs and WBEs utilized on those contracts about opportunities on contracts without affirmative action contracting goals;

(d) A requirement that where the Contractor cannot achieve the contract specific goals it must document its good faith efforts to do so. In determining whether the contractor has made such good faith efforts, the performance of other contractors in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Contractor's efforts to do the following:

(i) Soliciting through reasonable and available means the interest of MBEs or WBEs that have the capability to perform the work of the contract. The contractor must solicit this interest within sufficient time to allow the MBEs or WBEs to respond. The contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.

(ii) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

(iii) Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a contractor's failure to meet the goals, as long as such costs are reasonable.

(iv) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of their capabilities. The MBEs' or WBEs' standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the goals.

(v) Making a portion of the work available to MBE or WBE subcontractors and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the goals.

(vi) Making good faith efforts despite the ability or desire of a Contractor to perform the work of a contract with its own organization. A Contractor that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.

(vii) Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contractor might otherwise prefer to perform these work items with its own forces.

(viii) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Contractor.

(ix) Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and

(x) Effectively using the services of the Commission; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.

(e) Provide a procedure whereby the Contractor may protest the determination that it did not make good faith efforts.

(f) Negotiate with any Contractor whose contract is in excess of $25,000 in value and is not awarded by competitive bidding a commitment, where practicable, to meet at least the aspirational goals as percentages of the dollar value of the contract.

(g) Include MBEs and WBEs on solicitation mailing lists and encourage that they be solicited for suitable contracts.

(h) Publicize the Program through appropriate means, in order to attract qualified MBEs and WBEs.

B To achieve the contract specific goals, the Executive Director shall undertake, in addition to the other measures provided herein, the following:

(a) Include uniform provisions permitting the termination of the contract by the Commission upon the disqualification of the Contractor as a MBE or WBE if the contractor's status as MBE or WBE was a factor in the award of the contract and such status was misrepresented by the Contractor;

(b) Include uniform provisions permitting termination of the contract by the Commission upon the disqualification of any MBE or WBE if the subcontractor's or supplier's status as a MBE or WBE was a factor in the award of the contract and the status of the subcontractor or supplier was misrepresented by the contractor. In the event that the contractor is determined not to have been involved in any misrepresentation of the status of the disqualified subcontractor or supplier, the contractor shall discharge the disqualified subcontractor or supplier and make good faith efforts to engage a qualified MBE or WBE replacement;

(c) Include uniform provisions allowing the Executive Director access to the Contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the Contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the Contractor's records by the Commission for any purpose;

(d) Review each proposed contract modification request that, by itself or aggregated with previous modification requests, increases the contract value by ten percent of the initial contract value or $50,000.00, whichever is less, for opportunities to increase participation of MBEs or WBEs. Where the proposed contract modification involves work which can be performed by MBEs or WBEs already performing work on the contract such MBEs and WBEs shall participate in such work specified in the contract modification;

(e) Insert in each contract containing a commitment to MBE and/or WBE participation:

(i) A requirement of periodic reporting by the Contractor to the Executive Director on all expenditures made to achieve compliance with the foregoing provisions. Such reports shall include the name and business address of each subcontractor and supplier actually involved in the contract, a description of the work performed and/or product or service supplied by each such subcontractor or supplier, the date and amount of each expenditure, and such other information as may assist the Executive Director in determining the Contractor's compliance with the foregoing provisions;

(ii) A requirement that the Contractor cannot make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subcontractors without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Contractor to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

(f) Substitutions of the subcontractor shall be permitted only on the following bases:

(I) Unavailability after receipt of reasonable notice to proceed;

(ii) Failure of performance;

(iii) Financial incapacity;

(iv) Refusal by the subcontractor to honor the bid or proposal price or scope;

(v) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

(vi) Failure of the subcontractor to meet insurance, licensing or bonding requirements;

(vii) The subcontractor's withdrawal of its bid or proposal; or

(viii) Decertification of the subcontractor as MBE or WBE.

Where the Contractor has established the basis for the substitution to the satisfaction of the Executive Director, it must make good faith efforts to substitute with a MBE or WBE subcontractor. If the MBE or WBE contract specific goal cannot be reached and good faith efforts have been made, the Contractor may substitute with a non-MBE or non-WBE. If a Contractor plans to hire a subcontractor on any scope of work that was not previously disclosed within the compliance plan the Contractor must obtain the approval of the Executive Director to modify the compliance plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.

VII DETERMINING MBE/WBE UTILIZATION

A The methodology for determining MBE and WBE utilization shall be determined for purposes of analysis with respect to this contract as follows:

(a) The total dollar value of the contract awarded to the certified MBE or WBE firm shall be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.

(b) The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Contractor employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subcontractor may be counted toward only one of the goals, not toward both.

(c) In a firm owned and controlled by both minority males and minority females, if the minority females own and control 51% or more of the business, then the total dollar value of a contract with such firm may be counted toward either MBE participation or WBE participation, but not both. If the minority females, however, own and control less than 51% of the firm, then the firm's participation may be counted only toward MBE utilization.

(d) A Contractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:

(i) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

(ii) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.

(e) A Contractor may count toward its MBE and WBE goals only expenditures to firms that perform a commercially-useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially-useful function, the Commission shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

(f) Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE contractor subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE shall be rebuttably presumed not to be performing a commercially-useful function.

(g) A Contractor may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).

(h) A Contractor may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially-useful function in the supply process.

VIII SUBMISSION OF BID PROPOSALS

A The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Section VII hereof:

(a) Evidence of Certification/Schedule A: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the certifying agency must be submitted. Where the Bidder's MBE/WBE compliance proposal includes any MBE or WBE firm that is not currently certified (as evidenced by a Letter of Certification), "Schedule A: Affidavit of MBE/WBE" executed by the proposed MBE or WBE must be submitted.

(b) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant on any tier, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage. In order to demonstrate the MBE or WBE participant's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement should include specific details related to:

(i) The contributions of capital and equipment;

(ii) Work items to be performed by the MBE or WBE firm's own forces;

(iii) Work items to be performed under the supervision of the MBE or WBE participant; and

(iv) The commitment of management, supervisory and operational personnel employed by the MBE or WBE to be dedicated to the performance of the contract.

(c) Schedule C: Letter of Intent to Perform as a Subcontractor, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subcontractor) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.

(d) Schedule D: Affidavit of Prime Contractor Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section VIII hereof), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.

B The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

IX EVALUATION OF BID PROPOSALS

A During the period between bid opening and contract award, the submitted documentation will be evaluated by the Commission. The Bidder agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A bid may be treated as non-responsive by reason of the determination that the Bidder's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Bidder was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.

B If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission shall promptly notify the Bidder of the apparent deficiency and instruct the Bidder to submit (within three (3) business days of such notice given by the Commission) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the Commission will be cause for rejection of the Bidder's proposal as nonresponsive.

C Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subcontractors or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 6.2(f) should be followed.

X REQUEST FOR WAIVER

A If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver shall set forth the Bidder's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.

B Examples of such good faith efforts may include, but are not limited to, the following:

(a) Attendance at the Pre-bid conference;

(b) The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;

(c) Advertisement in trade association newsletters and minority and women-oriented and general circulation media for specific sub-bids;

(d) Timely notification of specific sub-bids to minority and women contractor assistance agencies and associations;

(e) Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:

(i) The name, address and telephone number of MBE and WBE firms contacted;

(ii) A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and

(iii) The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

(f) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving such participation.

(g) As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.

(h) Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.

(i) General efforts made to assist MBE and WBE firms to overcome participation barriers.

C The Executive Director, after review and evaluation of the documents provided by the Bidder, may grant a waiver request upon the determination that:

(a) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;

(b) The Bidder is the sole source for work to be performed under the contract; or

(c) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

XI REPORTING AND RECORD-KEEPING REQUIREMENTS

A The Contractor, within five (5) working days of contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Contractor shall submit partial and final waivers of lien from MBE and WBE subcontractors and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Contractor shall file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE (Sub) Contract Payments" at the time of submitting each monthly payment voucher ("Summary of Estimate"), which reflects the current status of cumulative and projected payments to MBE and WBE firms.

B The Contractor shall maintain records of all relevant data with respect to the utilization of MBE and WBE firms, including without limitation payroll records, tax returns and records, and books of account, and retain such records for a period of at least three (3) years after final acceptance of the work. Full access to such records shall be granted to the Commission and/or its designees, on five (5) business days' notice in order for the Commission to determine the Contractor's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

XII NON-COMPLIANCE AND LIQUIDATED DAMAGES

A The Executive Director has the authority to apply suitable sanctions to the Contractor if the Contractor is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE and WBE firms as stated in the Contractor's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole, disqualification from entering into future contracting arrangements with the Commission, and criminal liability. In some cases, monthly progress payments may be withheld until corrective action is taken.

SECTION 12.2 When the contract is completed, in the event that the Executive Direct has determined that the

Contractor did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will thereby be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. Therefore, in case of such non-compliance, the Commission will deduct as liquidated damages one (1%) percent (or fraction thereof) deficiency toward the MBE goal or WBE goal.

XIII REVIEW AND SUNSET

A These Special Conditions shall be reviewed no later than 5 years from their adoption and shall expire on October 31, 2009 unless the Commission find that its remedial purposes have not been fully achieved and there is a compelling interest in continuing narrowly tailored remedies to redress discrimination against MBEs or WBEs so that the Commission will not function as a passive participant in a discriminatory marketplace.

XIV SEVERABILITY

A In the event that any section, subsection, paragraph, clause, provision or application of these Special Conditions shall be held invalid by any count, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.