

# PUBLIC BUILDING COMMISSION OF CHICAGO



## REQUEST FOR QUALIFICATIONS AND PROPOSALS ("RFQ/P")

### STATEMENT OF QUALIFICATIONS AND FINANCIAL CONDITION FOR COMPREHENSIVE DIGITAL CONSTRUCTION DOCUMENT PRINTING SERVICES PS1682

**Submittal due date: Monday, August 17, 2009 at 12:00 PM Local Time**

Company name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Contact Name & Title: \_\_\_\_\_  
Email / fax: \_\_\_\_\_

This pre-qualification process is unique to the projects described herein and notwithstanding other pre-qualification by the Public Building Commission, all vendors wishing to provide comprehensive digital construction document printing services must be pre-qualified as defined in this RFQ/P.

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## KEY INFORMATION ABOUT THIS RFQ/P

1. **RFQ/P CONTACT:** The RFQ/P Contact, identified below, is the sole point of contact regarding the RFQ/P from the date of issuance until selection of the successful Vendor.

Contract Officer

Miguel Fernandez

**Public Building Commission of Chicago**

50 West Washington, Room 200

Chicago, Illinois 60602

Fax (312) 744-3572

[miguelfernandez@cityofchicago.org](mailto:miguelfernandez@cityofchicago.org)

2. **RFQ/P AVAILABILITY:** Hard copies of the Request for Qualifications are available at the Richard J. Daley Center, 50 West Washington Street, Room 200, Chicago, IL 60602, at the Reception Desk. Our office hours are from 9:00 AM to 5:00 PM, Monday through Friday or you may download it online by going to the following link: [www.pbcchicago.com](http://www.pbcchicago.com).

3. **QUESTIONS:** Please direct all written questions (and requests for American Disabilities Act accommodations) to the RFQ/P Contact. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Public Building Commission ("PBC"). We will post the answer on the PBC website, which may be viewed at [www.pbcchicago.com](http://www.pbcchicago.com).

*The PBC will not be liable for Respondent's failure to obtain or download any addenda issued this request for qualifications/proposals.*

Any addenda that are issued will only be posted to the above listed website link. The Respondent must acknowledge any addenda that are issued in the Letter of Interest.

4. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the Commission reserves the right to change the dates.

Issue RFQ/P .....Monday, August 3, 2009

Due Date and Time for Submissions.....Monday, August 17, 2009 by 12:00 PM Local Time

5. **NUMBER OF COPIES:** Submit 1 signed original copy, 1 unbound copy and 1 copy on compact disk (CD) of the Submission in a sealed envelope or container.

6. **SUBMIT QUALIFICATION AND PROPOSAL TO:**

Public Building Commission of Chicago

Re: Comprehensive Digital Construction Document Printing Services

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

Attention: Miguel Fernandez – Contract Officer

7. **RIGHT TO CANCEL:** The Commission reserves the right to cancel this procurement process whenever the best interest of the Commission is served. The Commission shall not be liable for costs incurred by Contractors associated with this procurement process.

## SUBMISSION CHECKLIST

Please review submission and ascertain that all applicable forms are complete and additional required documentation is attached. The submission must be signed by an authorized officer of the firm.

1. \_\_\_\_\_ Letter of Interest
2. \_\_\_\_\_ SCHEDULE A – Part I – Disclosure Affidavit (Complete all sections)
3. \_\_\_\_\_ Copy of Joint Venture Agreement (if applicable)
4. \_\_\_\_\_ Copy of each applicable license
5. \_\_\_\_\_ Copy of current MBE/WBE certification letter (if applicable)
6. \_\_\_\_\_ SCHEDULE A – Part II – Experience (Complete all sections)
7. \_\_\_\_\_ Provide resumes for all Key Personnel.
8. \_\_\_\_\_ SCHEDULE A – Part III- Legal Actions (Attach additional information as necessary.)
8. \_\_\_\_\_ SCHEDULE A – Part IV – Financial Capacity
9. \_\_\_\_\_ SCHEDULE B – Insurance (Provide proof of Insurance)
10. \_\_\_\_\_ SCHEDULE C – Price Proposal
11. \_\_\_\_\_ SCHEDULE D – Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises (Complete the various affidavits, certifications and other reporting forms)
12. \_\_\_\_\_ SCHEDULE E – Disclosure of Retained Parties

## I. NATURE OF SERVICES

### 1. INTRODUCTION

The Public Building Commission of Chicago ("PBC" or "Commission") is seeking qualifications and proposals from firms experienced in providing **Comprehensive Digital Construction Documents Printing Services**. The Commission requires cost-effective, high quality and timely delivery of construction blue printing services. The Commission plans to identify a pool of qualified, cost effective firms from which it may select one or more firms to provide such services to the Commission and the Commission Authorized Representatives. Firms interested in submitting qualifications and proposals to provide such services are required to follow the guidelines and instructions contained in this Request for Qualifications and Proposals ("RFQ/P"). In the event it becomes necessary to revise any part of this RFQ/P, revisions will be provided by addenda posted on the PBC website: <http://www.pbcchicago.com>

### 2. BACKGROUND

The PBC builds and renovates public facilities for governmental agencies in Chicago and Cook County. Created as an independent governmental unit, the PBC provides supervision for construction projects from the acquisition of land through the various stages of construction – design, planning and actual building construction. Our clients include the City of Chicago, the Chicago Public Schools, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and Cook County.

### 3. SCOPE OF SERVICES TO BE PROVIDED

#### 3.1. EXAMPLE PRINTING REQUEST

The following is an example of a typical print request during a construction project phase. This is provided to assist your firm in preparing your submittal. The Commission's current schedule is indicating 26 projects will be released for bid in the next 12 months.

During the bid phase there may be requests of 13 sets of 150 pages of a 30" x 42" sheet size or requests of a 15" x 21" sheet size and after the bid phase there may be requests for addendums of 10 sets of 8 pages.

#### 3.2. LIST OF SERVICES TO BE PROVIDED BY RESPONDENT

- 3.2.1. Full service in-house comprehensive digital construction printing services.
- 3.2.2. Provide digital bond printing from as large as 36"x 48" to as small as 12"x 18".
- 3.2.3. Provide innovative technology for document online management.
- 3.2.4. Capable of printing on at least 25% recycled paper products.
- 3.2.5. Capable of scanning documents as large as 36"x 48".
- 3.2.6. Capable of posting documents, both plans and specifications, as a PDF file that is viewable online on a password secure website.
- 3.2.7. Provide access to a website for online ordering of Construction Documents.
- 3.2.8. Capable of maintaining a chronological history set of all sheets in projects.
- 3.2.9. Ability to provide closeout CD's upon project completion.
- 3.2.10. Capable of printing Construction Documents as large as 11"x17" in color and/or black and white.
- 3.2.11. Ability to bind with GBC or coil binding.

- 3.2.12. Package and ship documents and specifications throughout Chicago metropolitan area.
- 3.2.13. Ability to coordinate pick ups and deliveries.
- 3.2.14. Provide a secure FTP site to post Construction Documents.
- 3.2.15. Provide a detailed summary of all orders placed.
- 3.2.16. Responsible for maintaining a up-to-date plan holders list.
- 3.2.17. Capable of providing maximum bond printing services up to 20 sets of 459 sheets at 36"x48" including 20 specification books at 1700 sheets 8.5"x11" with a 24 hour turn around time.
- 3.2.18. Allow Commission or Commission's Representative to upload directly on online project website, collaboration tool to keep all documents in a central place to be downloaded and worked on.
- 3.2.19. Access to provide online takeoffs when printing or ordering documents is not required.
- 3.2.20. Provide and maintain a centralized file for all project documentation.
- 3.2.21. Orders will be placed by various Commission departments and Commission Authorized Representatives on an "as needed" basis. The Commission will not be obligated to any minimum or maximum quantities.
- 3.2.22. The vendor will be responsible for providing all labor, equipment, material and consumables necessary for the production of printed material by copying and/or offset printing.
- 3.2.23. Document quality is to meet the highest industry standards in terms of readability and overall appearance. Acceptable quality is solely determined by the Commission and Commission Authorized Representative.
- 3.2.24. Proofs may be required and are subject to Commission approval before completion of the project.
- 3.2.25. Any designs, drawings, pictures, blueprints, etc. provided by Commission and or the Commission Authorized Representatives for use in production of printed material involves property rights of the Commission and shall be held confidential by the vendor(s).
- 3.2.26. All packages, boxes, and cartons shall be labeled as to contents, Requisition number, project name and number and requester name.
- 3.2.27. All work completed will be subject to inspection and approval by the Commission and the Commission reserves the right to reject and refuse acceptance of work, which is not in accordance with the instructions, specifications, drawings, data or quality standards of same. Rejected work shall be at the expense of the vendor(s).

#### **4. TERM**

The contract will be for two (2) years with the option to extend two (2) additional one (1) year periods.

## II. EVALUATION CRITERIA

### 1. EVALUATION PROCESS

The Public Building Commission of Chicago ("Commission") representatives will review qualification submittals in accordance with the evaluation criteria set forth herein. Commission representatives may also request additional documentation in order to seek clarification of the submittal, and/or request one or more meetings with Respondents, and/or perform site visits in order to clarify Respondents' qualifications and capabilities for this Program. After evaluating all information, the Commission representatives will determine pre-qualification eligibility of each respondent. The Executive Director will report eligible firms to the Board of Commissioners. Once reported to the Board of Commissioners, respondents will be notified of the results of the evaluation.

The Commission reserves the right to reject any and all qualification submittals and to waive any informality in the submitted qualification submittals whenever it determines such rejection or waiver is in its best interest.

The Commission reserves the right to cancel this procurement process whenever the best interest of the Commission is served. The Commission shall not be liable for costs incurred by respondents associated with this procurement process.

### 2. EVALUATION CRITERIA

The Commission shall review and evaluate the qualifications of each Respondent in accordance with the following criteria which are listed in declining order of importance:

#### 2.1. Experience and Technology

- 2.1.1. Experience in providing high volume construction document services as described in the Scope of Services described in this RFQ/P
- 2.1.2. The administration, organization and staffing of your firm, including multiple offices, which would service the PBC account.
- 2.1.3. The technology and equipment that your firm has available to meet the needs of the PBC

**2.2. Past Performance.** Past performance, other government agencies, and private owners as it relates to firm's ability to successfully administer, manage, and coordinate printing projects in order to control cost, perform high-quality projects, and comply with contract requirements. Respondent's history regarding failure to complete projects on schedule; quality of work, responsiveness to client needs, litigation history, including judgments and outstanding lawsuits; and violation of laws. The Commission may solicit, from current and past clients or any available resources, relevant information concerning the firm's record of past performance.

**2.3. Pricing.** Competitiveness and reasonableness of pricing provided in **Schedule C – Pricing Proposal**.

**2.4. Minority and Women Owned Business Participation:** The quality of the Respondent's statement of understanding and commitment to comply with the PBC's Special Conditions found in **Schedule D**. The Commitments and percentages of actual M/WBE participation achieved on each project listed in Part II Technical Competence.

**2.5. References:** Responses received from clients identified on Part II Section A: Experience and Client's identified.

2.6. **Financial Capacity.** Adequacy of financial resources to successfully undertake and complete projects.

2.7. **Licensing.** Firm's license to do business in the City of Chicago, Cook County, Illinois.

2.8. **Contract Terms and Conditions.** Evidence of the Respondent's understanding of the PBC's standard terms and conditions as found in **Schedule F, "Form of Agreement"** to this RFQ/P. These terms and conditions are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

2.9. **Insurance Requirements.** The PBC will assess each Respondent's ability to procure and comply with the amounts of insurance coverage that is indicated in Schedule B- Insurance Requirements.

2.10. **Responsiveness.** PBC will review the quality, completeness and comprehensiveness of response to this RFQ/P and compliance with each of the submittal requirements.



### III. INSTRUCTIONS TO RESPONDENTS

#### 1. GENERAL INSTRUCTIONS:

1.1. These instructions prescribe the format and content of the Submission. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Submission. However, the PBC reserves the right to reject or accept any submittals for any reason whatsoever.

1.2. Submittals should be bound on the long side and prepared on standard 8½" x 11" letter size paper, with material on one side only. Separate each section by labeled tabs and organize in accordance with submittal requirements listed below. Expensive papers and bindings are discouraged since no materials will be returned. Of the three (3) submittals, at least one (1) must contain original signatures and be marked **ORIGINAL**, one (1) must be submitted without any binding so as to facilitate additional copying by the PBC as required and one must be in electronic format on a CD-ROM. Failure to submit the required number of copies may prevent the Submission from being evaluated within the allotted time.

1.3. The PBC reserves the right to seek clarification of information submitted in response to this RFQ/P during the evaluation and selection process. The Evaluation Committee ("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.

1.4. Schedules must be referenced in the Submission.

1.5. The Respondent must acknowledge any addenda that are issued in the Letter of Interest.

1.6. Failure to submit the required documents may deem your firm non-responsive.

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

REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR  
COMPREHENSIVE DIGITAL CONSTRUCTION DOCUMENT PRINTING SERVICES  
PS1682

Due 12:00 p.m. August 17, 2009

**(Name of Respondent)**

Package\_\_of\_\_

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

Public Building Commission of Chicago  
Re: Comprehensive Digital Construction Document Printing Services  
**PS1682**

Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
Attention: Miguel Fernandez - Contract Officer

## 2. Rejection of Submittals

Submittals that do not comply with the submittal requirements of the RFQ/P, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as informal and insufficient. The PBC, however, reserves the right to waive any or all informalities when it considers a waiver to be in its and the public's best interest.

## 3. Ownership of Submittals

The PBC owns all submitted materials. Submittals will not be returned to Respondents. During the evaluation and selection period and after the Selected Respondent(s) sign the Agreement(s), all Submittals remain the property of the PBC. The PBC shall not be responsible for expenses incurred in preparing and submitting the Submittal. Such costs shall not be included in the Submittal.

## 4. Improper Practices

The Respondent shall not offer any gratuities, favors, or anything of monetary value to any member of the Board of Commissioners of the PBC, official, or employee of the PBC for the purpose of influencing consideration of the Submittal. The Respondent shall not collude in any manner or engage in any practices with any other Respondent(s) or potential Respondent(s) that may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Respondents' response to this RFQ/P to be rejected by the PBC. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

## 5. Form of Agreement

The PBC's standard terms and conditions for contracts with Professional Service providers is attached as **Schedule F- Professional Service Agreement**" to this RFQ/P. These terms and conditions are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

## 6. Minority and Women-Owned Business Enterprises

The PBC affirmative action requirements are set forth with particularity in **Schedule D - Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises**". This schedule includes various affidavits, certifications and other reporting forms, which must be submitted with Respondent's Qualifications.

## 7. Compliance with Laws

The Selected Respondent must comply with all laws, statutes, ordinances and regulations of any governmental body, including the PBC and Federal, state, local and city governments. Respondents' attention is directed to the provisions of Article 33E of the Illinois Criminal Code, 720 ILCS 5/33E-1 et seq. (as amended), but Consultants must comply with any other provisions that apply to or in any manner affect any Services performed under the Agreement.

## 8. Insurance Requirements and Indemnification

The Successful Respondents must maintain the types of insurance coverage described in **Schedule B - Insurance Requirements**. The limits will depend upon the type of activity involved and will be as prescribed by the PBC's Risk Manager. Respondent must submit written evidence of ability to procure and comply with the amounts of insurance coverage that is indicated in Schedule B. The limits set forth in Schedule B are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

## 9. Right to Make Multiple Awards

The PBC reserves the right to award this Agreement to one or more Respondents as it deems to be in its best interest of the PBC and public.

## IV. SUBMITTAL REQUIREMENTS

### 1. Responsiveness

Respondent's compliance with all submission requirements.

### 2. Letter of Interest

Respondents must submit a Letter of Interest and acknowledge ability to provide the list of services as described in **Scope of Services** in this RFQ/P (each service should be separately addressed), the firm's commitment to meet or exceed the M/WBE goals, commitment to comply with all contract requirements if awarded a contract.

### 3. Disclosure Affidavit

Complete all sections of **Schedule A - Part I Disclosure Affidavit**. Note section A. History of Firm, section B. Licensing, section C. MBE/WBE Certifications, and section D. Anti-Collusion must be completed, signed and notarized.

### 4. Experience, Technology and Past Performance

Complete **Schedule A - Part II Experience** providing the following information:

- 4.1. List and describe the experience of the firm in the last three (3) years in performing services in similar size and scope.
- 4.2. Provide a narrative description of the firm's plan for accomplishing the work and services to be provided to the Commission. Provide the methodology for providing the required services including technical approach and understanding of the scope of services.
- 4.3. Provide a narrative which clearly distinguishes the firm's duties and responsibilities and those of the Commission including standard turn around times.
- 4.4. Provide the firm's conflict resolution procedures to provide a mechanism for the Commission to escalate concerns regarding orders that are not in accordance with the instructions, specifications, drawings, data or quality standards of same are to be included in any future agreement.
- 4.5. Describe the firm's capability to receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk or drive).
- 4.6. Provide the names of Key Personnel which would be assigned to the PBC Account.
- 4.7. Complete **Schedule A Part III Legal**. Note litigation history, including judgments and outstanding lawsuits; and violation of laws. If none, note that at the bottom of the form.

### 5. Pricing and Expenses

- 5.1. Provide a proposed price schedule for standard items by unit price identified in Exhibit A.
- 5.2. Provide any discounts for non-standard services, volume discounts or any other special pricing offered.
- 5.3. Specify pick-up fees, delivery fee, and rush charges, if applicable

### 6. Minority and Women Owned Business Participation:

The Respondent shall submit completed Schedules C and D, from **Schedule D - Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises**, outlining its plan for MBE/WBE utilization, including information describing any past experience the Respondent has that would reflect an ongoing working relationship between the Respondent and the MBE/WBE firms identified in the submission. Provide each firm's Letter of Certification.

## 7. Insurance

The selected Respondent must maintain the types of insurance coverage described in Schedule B – Insurance Requirements. As such, each submission must be accompanied by written evidence of the Respondent's ability to procure the insurance specified in Schedule B and must include a **Sample certificate of insurance** showing required limits. Indemnification requirements are contained in the Agreement. Indemnification obligations are independent of and unlimited in any manner by the Selected Respondent's insurance coverage. The limits will depend upon the type of activity involved and will be as prescribed by the PBC's Risk Manager. The limits set forth in Schedule B are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

The PBC reserves the right to require the selected Respondent to furnish a **Sample certificate of insurance** or, if the PBC so requires, certified copies of the original policies of all insurance required by the RFQ/P. The receipt of any **Sample certificate of insurance** does not constitute agreement by the PBC that the insurance requirements of the RFQ/P have been fully met, or that the insurance policies indicated on the certificates are in compliance with all requirements of the RFQ/P. Failure of the PBC to request or obtain certificates or other evidence of insurance from the selected Respondent shall not be deemed to be a waiver by the PBC.

**8. References:** Provide references for similar services provided to three public or private agencies, including the name of agency, contact name, telephone, fax and email address.

## 9. Financial Capacity

Complete **Schedule A - Part IV Financial Capacity** and provide the firm's most current year audited financial statement. All potential claims must be listed as liabilities Joint Venture.

## 10. Business License

Provide a copy of your firm's license to do business in the City of Chicago, Cook County, Illinois.

## 11. Joint Venture

Respondents may submit qualifications as a Joint Venture. If the submission is for a joint venture, information, experience and required documentation for each partner in the joint venture must be provided in addition to all information required in Part I – General Information regarding Joint Ventures.

**12.** Complete, sign and notarize (where required) all Schedules and forms included in this RFQ/P.

SCHEDULE A

Part I. DISCLOSURE AFFIDAVIT

Section A. History of the Firm

Name of Firm: \_\_\_\_\_ Phone No. (\_\_\_\_)\_\_\_\_\_

Address: \_\_\_\_\_ Fax No. (\_\_\_\_)\_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Contact Person: \_\_\_\_\_ e-mail: \_\_\_\_\_

Submittal is for: \_\_\_Parent Company \_\_\_Subsidiary \_\_\_Division \_\_\_Joint Venture\* \_\_\_Branch Office
\*If a joint venture, attach a copy of joint venture agreement.

Parent Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

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? \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

FEIN or S.S. #: \_\_\_\_\_

DISCLOSURE OF OWNERSHIP INTERESTS

Pursuant to Resolution No. 5371 of the Board of Commissioners of the Public Building Commission of Chicago, all respondents/proposers shall provide the following information with their submission/proposal. If the question is not applicable, answer "NA". If the answer is none, please answer "none".

Firm/Proposer/Vendor is a: [ ] Corporation [ ] LLC
[ ] Partnership [ ] LLP
[ ] Joint Venture [ ] Not-for-Profit Corporation
[ ] Sole Proprietorship [ ] Other

FOR PROFIT CORPORATION

State of Incorporation \_\_\_\_\_

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

Names of all officers of corporation (Or attach list): Name (Print or Type) Title (Print or Type)
Names of all directors of corporation (Or attach list): Name (Print or Type) Title (Print or Type)

Is the corporation owned partially or completely by one or more other corporations? Yes [ ] No [ ]
If "yes" provide the above information, as applicable, for each such corporation.

PUBLIC BUILDING COMMISSION OF CHICAGO

Indicate here or attach a list 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 of Shareholders (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %

**PARTNERSHIPS**

- a. If the respondent/proposer 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
_____	_____ %
_____	_____ %

**SOLE PROPRIETORSHIP**

- a. The respondent/proposer 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 B. Licensing**

Is your 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. Attach a copy of each license listed.

Category	Registered License (or license number)	Organization Issuing License	Expiration Date
_____	_____	_____	_____
_____	_____	_____	_____

**Section C. MBE/WBE Certifications**

Is your organization currently certified as a MBE or WBE with any of the following agencies or organizations?

\* If yes, please check and attach copy of current Letter of Certification.

- City of Chicago
- Cook County
- Metropolitan Water Reclamation District
- Chicago Minority Business Development Council (MBE only)
- State of Illinois – Central Management Services
- Women’s Business Development Center (WBE only)

**Section D. 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.

\_\_\_\_\_  
(Signed) (Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
(Signature) (SEAL)

\_\_\_\_\_  
(Title)

My Commission expires:

PART II. EXPERIENCE

Section A. EXPERIENCE

Identify any printing services completed by the Respondent within the last three years.

1. Project / Client Name: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

Print sizes provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Dates of Contract: Mo/Yr: to Mo/Yr. \_\_\_\_\_

MBE Goal: \_\_\_\_\_ MBE Goal Attainment: \_\_\_\_\_

WBE Goal: \_\_\_\_\_ WBE Goal Attainment: \_\_\_\_\_

Client's Contact Name: \_\_\_\_\_

Client's Phone Number: \_\_\_\_\_

2. Project / Client Name: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

Print sizes provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Dates of Contract: Mo/Yr: to Mo/Yr. \_\_\_\_\_

MBE Goal: \_\_\_\_\_ MBE Goal Attainment: \_\_\_\_\_

WBE Goal: \_\_\_\_\_ WBE Goal Attainment: \_\_\_\_\_

Client's Contact Name: \_\_\_\_\_

Client's Phone Number: \_\_\_\_\_

3. Project / Client Name: \_\_\_\_\_

Services Provided: \_\_\_\_\_

\_\_\_\_\_

Print sizes provided: \_\_\_\_\_

\_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_ Dates of Contract: Mo/Yr: to Mo/Yr. \_\_\_\_\_

MBE Goal: \_\_\_\_\_ MBE Goal Attainment: \_\_\_\_\_

WBE Goal: \_\_\_\_\_ WBE Goal Attainment: \_\_\_\_\_

Client's Contact Name: \_\_\_\_\_

Client's Phone Number: \_\_\_\_\_

Note: Duplicate form as necessary.



**Section B. EXPERIENCE AND TECHNOLOGY**

Firm to describe the methodology including technical approach and understanding of the scope of services.

1. Provide a narrative description of the Firms' plan for accomplishing the work and services to be provided to the Commission.

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2. Proposals shall clearly distinguish the Firms' duties and responsibilities and those of the Commission including standard turn around times.

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3. Provide the firm's conflict resolution procedures to provide a mechanism for the Commission to escalate concerns regarding orders that are not in accordance with the instructions, specifications, drawings, data or quality standards of same are to be included in any future agreement.

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4. Capability to receive and reproduce text, including word processing compatible graphics via electronic files (email, internet, disk or drive).

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**Add additional pages if necessary.**

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**Section C. KEY PERSONNEL**

Provide the names of key personnel currently employed by the Applicant who worked on the projects listed in Part II sections A of this statement of qualifications. Attach resumes of all individuals listed.

Name	Role	Project

PART III. LEGAL

Section A. Legal Actions

Please provide the information below. If the answer to any of the questions is "Yes", provide a brief description or explanation on a separate sheet.

Question	Yes	No
1. Has the firm or venture been issued a notice of default on any contract awarded in the last three years?		
2. Does the firm or venture have any judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?  If yes, include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation.		
3. Within the past three years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		
4. 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?		
5. 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?		
6. Has the firm or venture ever been temporarily or permanently debarred from a contract awarded by any federal, state, or local agency?		
7. Within the last three years, has the firm or venture been assessed penalties for any statutory or administrative violations, including MBE, WBE and EEO?		
8. Has the firm or venture ever failed to complete any work awarded to it?		

PART IV FINANCIAL CAPACITY

Section A. Banking

Provide the following information about the firm's or ventures primary commercial bank.

Name of Bank: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City, State, ZIP \_\_\_\_\_ Fax No.: \_\_\_\_\_

Contact Officer: \_\_\_\_\_ Phone No.: \_\_\_\_\_

In what year was the banking relationship established? \_\_\_\_\_

Does your firm or venture have access to a line of credit? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, indicate upper limit. \$ \_\_\_\_\_ How much is currently available? \$ \_\_\_\_\_

Other sources of capital: \_\_\_\_\_

Section B. Gross Revenues

Indicate below the amount of revenues earned by the firm or venture from construction-related activities for the last three (3) years.

Year	Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

Section C. Financial Statement

Attach your firm's audited financial statement with notes for the last fiscal year. If a joint venture, submit financial statements for the joint venture name and each joint venture partner. Independent accountant may provide a copy of a complete financial statement. All notes and schedules must be provided.

Independent Accountant Information

Year ending financial statement date: \_\_\_/\_\_\_/\_\_\_  Audited  Reviewed  Compiled

Consolidated financial statement:  Yes  No

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Fax No. \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE B  
INSURANCE REQUIREMENTS**

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

**E.1. INSURANCE TO BE PROVIDED**

**E.1.1. Workers' Compensation and Employers Liability**

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

**E.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission must be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

**E.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Vendor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission must be named as an additional insured on a primary, non-contributory basis.

**E.1.4. Professional Liability**

When any professional consultant performs work in connection with the Agreement, Professional Liability Insurance will be maintained with limits of not less than 1,000,000 covering acts, errors, or omissions. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement.

**E.1.5 Property**

The Vendor is responsible for all loss or damage to Commission property at full replacement cost. The Vendor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Vendor.

**E.2. ADDITIONAL REQUIREMENTS**

The Vendor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, 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 Vendor must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission 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 Commission to obtain certificates or other insurance evidence from Vendor is not a waiver by the Commission of any requirements for the Vendor to obtain and maintain the specified coverage. The Vendor will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Vendor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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The Commission reserves the right to obtain copies of insurance policies and records from the Vendor and/or its subcontractors at any time upon written request.

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

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

The Vendor agrees that insurers waive their rights of subrogation against the Commission, its respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Vendor 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 the Agreement given as a matter of law.

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

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

If Vendor or its subcontractors desire additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Commission's Risk Management Department maintains the rights to modify, delete, alter or change these requirements.

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SCHEDULE C

PRICE PROPOSAL

<b>DESCRIPTION</b>	<b>UNIT</b>	<b>PRICE</b>
8.5 x 11 B&W	EACH	
8.5x11 COLOR	EACH	
8.5x14 B& W	EACH	
8.5 x 14 COLOR	EACH	
11x17 B&W	EACH	
11x17 COLOR	EACH	
Acco Binding	(per book)	
Scan to Print	(per sheet)	
Scan/Index/Publish Fee	(per sheet/ one time fee)	
CD/DVD Burn	EACH	
File Retrieval	Per File	
Half-size Bond Printing	1-5000 sq ft	
Half-size Bond Printing	5,001-10,000 sq ft	
Half-size Bond Printing	10,001 sq ft & above	
Sq. Ft. of Bond Printing	1-5,000 sq ft	
Sq. Ft of Bond Printing	5,001-10,000 sq ft	
<hr/>		
Online Project Mgt. Fee		
DFS Online Monthly Mgt. Fee	MONTHLY	
<hr/>		
Pick-Up & Delivery for Contractors	EACH	
Pick-Up & Delivery to Downtown (LOOP)	EACH	
<hr/>		
Sq. Ft. of Full Color Outdoor Printing		
Sq. Ft. of Full Color Posters		
Sq. Ft. of Full Color Posters		
Sq. Ft. of Red Line Color Printing (1-2 colors)		



**SCHEDULE D  
SPECIAL CONDITIONS REGARDING THE UTILIZATION OF  
MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES  
FOR PROFESSIONAL SERVICES**

1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago ("PBC") 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 Professional Service Provider must agree that it will 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 requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The Commission requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

- a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award 25% of the annual dollar value of all Commission Construction Contracts to certified MBEs and 5% of the annual dollar value of all Commission Construction Contracts to qualified WBEs.
- b. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.
- c. Failure to carry out the commitments and policies set forth in this Program constitute a material breach of contract and may result in termination of the Professional Service Provider or such other remedy, as the Commission deems appropriate.

3. Definitions

- a. For purposes of this Special Condition, the following definitions apply:
  - (1) "Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
  - (2) "Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
  - (3) "Professional Service Contract" means a contract for professional services of any type.
  - (4) "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.

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(5) "Professional Service Provider" means any person or business entity that seeks to enter into a Professional Service Contract with the Commission and includes all partners, affiliates and joint ventures of such person or entity.

(6) "Executive Director" means the Executive Director of the Commission or his duly designated representative as appointed in writing.

(7) "Good faith efforts" means actions undertaken by a Professional Service Provider to achieve a Contract Specific Goal that by their scope, intensity and appropriateness to the objective can reasonably be expected to fulfill the Program's requirements.

(8) "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.

(9) "Minority" means:

- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
  - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
  - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race; and
- b. 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.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% 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.

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

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% 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.

#### 4. Determining MBE/WBE Utilization

The methodology for determining MBE and WBE utilization will 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 will be credited to such participation. Only minority business participation may be counted toward MBE

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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 Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider 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:
  - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
  - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider 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 will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider 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 will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider 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).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

### 5. Submission of Proposals

- a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.
  - (1) Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, METRA, and Women's Business Development Center.
  - (2) Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer 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.

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(3) Schedule C: Letter of Intent to Perform as a sub-consultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture sub-consultant) must be submitted by the Proposer 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.

(4) Schedule D: Affidavit of Prime Professional Service Provider Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Proposer has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 7), the Proposer must include the specific dollar amount or percentage 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. Proposers are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total proposal.

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

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the Commission. The Proposer 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 proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer 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 Proposer's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 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 Proposer's proposal as non-responsive.
- c. Proposers 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 consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

7. Request for Waiver

- a. If a Proposer 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 proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
  - (1) Attendance at the Pre-proposal conference;
  - (2) The Proposer'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;
  - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;

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(4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;

(5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, 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.

(6) 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 sub participation.

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

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

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

c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:

(1) 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 Proposer;

(2) 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.

8. Failure To Achieve Goals

a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:

(1) Soliciting through reasonable and available means the interest of MBEs or WBEs that 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.

(2) 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.

(3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. 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 Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.

(4) Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the

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thorough investigation of a 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 cases for rejecting or not soliciting proposals to meet the goals.

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

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

(7) 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 Contract might otherwise prefer to perform these items with its own forces.

(8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Professional Service Provider.

(9) 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

(10) Effectively using the services of the Commission; minority or women community organizations; minority or women 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.

- b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 18.02. Disputes Book 2.

### 9. Reporting and Record-Keeping Requirements

- a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.
- b. The Professional Service Provider must 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 in such detail as the Commission requires, and retain such records for a period of at least 3 years after final acceptance of the work. Full access to such records will be granted to the Commission and/or its designees, on 5 business days' notice in order for the Commission to determine the Professional Service Provider's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.
- c. The Professional Service Provider will 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 invoice. The report should indicate the current and cumulative payments to MBE and WBE sub-contractors.

### 10. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the

Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

- b. The Contract may be terminated by the Executive Director upon the disqualification of any MBE or WBE if the sub-consultants or supplier's status as an MBE or WBE was a factor in the award of the contract and the status of the sub-consultant or supplier was misrepresented by the Professional Service Provider. If the Professional Service Provider is determined not to have been involved in any misrepresentation of the status of the disqualified sub-consultant or supplier, the Professional Service Provider shall make good faith efforts to engage a qualified MBE or WBE replacement.

#### 11. Prohibition On Changes To MBE/WBE Commitments

The Professional Service Provider must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE sub-consultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a sub-consultant with the Professional Service Provider's own forces, is 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 Professional Service Provider 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.

#### 12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:

- (1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.

- (2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the sub-consultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the sub-consultant to meet insurance, licensing or bonding requirements; g) the sub-consultant's withdrawal of its proposal; or h) decertification of the sub-consultant as MBE or WBE.

- (3) The Professional Service Provider's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Professional Service Provider; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the

proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

(4) The Executive Director will evaluate the submitted documentation, and respond within fifteen (15) working days to the request for approval of a substitution. The response may be in the form of requesting more information, or requesting an interview to clarify or mediate the problem. In the case of an expressed emergency need to receive the necessary decision for the sake of job progress, the Executive Director will instead respond as soon as practicable.

(5) Actual substitution of a replacement MBE or WBE to fulfill contract requirements must not be made before the Executive Director's approval is given of the acceptability of the substitute MBE or WBE. This subcontract must be executed within five (5) working days, and a copy of the MBE WBE subcontract with signatures of both parties to the agreement should be submitted immediately to the Executive Director.

- b. The Executive Director will not approve extra payment for escalated costs incurred by the Professional Service Provider when a substitution of sub-consultants becomes necessary for the Professional Service Provider in order to comply with MBE/WBE contract requirements.
- c. No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Professional Service Provider to locate specific firms, solicit MBE and WBE proposals, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

#### 13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider 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 or WBE firms as stated in the Professional Service Provider'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. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider 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 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. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

#### 14. Severability

If any section, subsection, paragraph, clause, provision or application of these Special Conditions is held invalid by any court, the invalidity of such section, paragraph, clause or provision will not affect any of the remaining provisions hereof.



**SCHEDULE B - Joint Venture Affidavit (1 of 3)**

*This form need not be filled in if all joint venturers are MBE/WBE firms. In such case, however, a written joint venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE joint venturer must also attach a copy of their current certification letter.*

- 1. Name of joint venture \_\_\_\_\_
- 2. Address of joint venture \_\_\_\_\_  
\_\_\_\_\_
- 3. Phone number of joint venture \_\_\_\_\_
- 4. Identify the firms that comprise the joint venture

\_\_\_\_\_

A. Describe the role(s) of the MBE/WBE firm(s) in the joint venture. (Note that a "clearly defined portion of work" must here be shown as under the responsibility of the MBE/WBE firm.)

\_\_\_\_\_  
\_\_\_\_\_

B. Describe very briefly the experience and business qualifications of each non-MBE/WBE joint venturer.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Nature of joint venture's business

\_\_\_\_\_  
\_\_\_\_\_

6. Provide a copy of the joint venture agreement.

7. Ownership: What percentage of the joint venture is claimed to be owned by MBE/WBE? \_\_\_\_\_%

8. Specify as to:

A. Profit and loss sharing \_\_\_\_\_%

B. Capital contributions, including equipment \_\_\_\_\_%

C. Other applicable ownership interests, including ownership options or other agreements which restrict ownership or control.

\_\_\_\_\_  
\_\_\_\_\_

D. Describe any loan agreements between joint venturers, and identify the terms thereof.

\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO  
SCHEDULE B - Joint Venture Affidavit (2 of 3)**

9. Control of and participation in this Contract: Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

A. Financial decisions

\_\_\_\_\_

B. Management decisions such as:

1) Estimating

\_\_\_\_\_

2) Marketing and Sales

\_\_\_\_\_

3) Hiring and firing of management personnel

\_\_\_\_\_

4) Other

\_\_\_\_\_

A. Purchasing of major items or supplies

\_\_\_\_\_

B. Supervision of field operations

\_\_\_\_\_

C. Supervision of office personnel

\_\_\_\_\_

D. Describe the financial controls of the joint venture, e.g., will a separate cost center be established; which venturer will be responsible for keeping the books; how will the expense therefor be reimbursed; the authority of each joint venturer to commit or obligate the other. Describe the estimated contract cash flow for each joint venturer.

\_\_\_\_\_  
\_\_\_\_\_

E. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the joint venture.

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**PUBLIC BUILDING COMMISSION OF CHICAGO  
SCHEDULE B - Joint Venture Affidavit (3 of 3)**

THE UNDERSIGNED SWEAR THAT THE FOREGOING STATEMENTS ARE CORRECT AND INCLUDE ALL MATERIAL INFORMATION NECESSARY TO IDENTIFY AND EXPLAIN THE TERMS AND OPERATIONS OF OUR JOINT VENTURE AND THE INTENDED PARTICIPATION BY EACH JOINT VENTURER IN THE UNDERTAKING. FURTHER, THE UNDERSIGNED COVENANT AND AGREE TO PROVIDE TO THE PUBLIC BUILDING COMMISSION OF CHICAGO CURRENT, COMPLETE AND ACCURATE INFORMATION REGARDING ACTUAL JOINT VENTURE WORK AND THE PAYMENT THEREFOR AND ANY PROPOSED CHANGES IN ANY OF THE JOINT VENTURE AGREEMENTS AND TO PERMIT THE AUDIT AND EXAMINATION OF THE BOOKS, RECORDS, AND FILES OF THE JOINT VENTURE, OR THOSE OF EACH JOINT VENTURER RELEVANT TO THE JOINT VENTURE, BY AUTHORIZED REPRESENTATIVES OF THE COMMISSION. ANY MATERIAL MISREPRESENTATION WILL BE GROUNDS FOR TERMINATING ANY CONTRACT WHICH MAY BE AWARDED AND FOR INITIATING ACTION UNDER FEDERAL OR STATE LAWS CONCERNING FALSE STATEMENTS.

Note: If, after filing this Schedule B and before the completion of the joint venture's work on this Contract, there is any significant change in the information submitted, the joint venture must inform the Public Building Commission of Chicago, either directly or through the Consultant if the joint venture is a sub-consultant.

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Name of Joint Venturer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

State of \_\_\_\_\_ County of \_\_\_\_\_

State of \_\_\_\_\_ County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
before me appeared (Name)

\_\_\_\_\_

\_\_\_\_\_

to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

to me personally known, who, being duly sworn,  
did execute the foregoing affidavit, and did state  
that he or she was properly authorized by  
(Name of Joint Venture)

\_\_\_\_\_

\_\_\_\_\_

to execute the affidavit and did so as his or her

to execute the affidavit and did so as his or her

free act and deed.

free act and deed.

\_\_\_\_\_  
Notary Public  
Commission expires:  
(SEAL)

\_\_\_\_\_  
Notary Public  
Commission expires:  
(SEAL)

**SCHEDULE C - Letter of Intent from MBE/WBE  
To Perform As  
Subcontractor, Subconsultant, and/or Material Supplier (1 of 2)**

**SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH  
PROPOSAL**

Name of Project: \_\_\_\_\_

Project Number: \_\_\_\_\_

FROM:

\_\_\_\_\_ MBE \_\_\_\_\_ WBE \_\_\_\_\_  
(Name of MBE or WBE)

TO:

\_\_\_\_\_ and Public Building Commission of Chicago  
(Name of Professional Service Provider)

The undersigned intends to perform work in connection with the above-referenced project as (check one):

\_\_\_\_\_ a Sole Proprietor                      \_\_\_\_\_ a Corporation  
\_\_\_\_\_ a Partnership                              \_\_\_\_\_ a Joint Venture

The MBE/WBE status of the undersigned is confirmed by the attached Letter of Certification, dated  
\_\_\_\_\_. In addition, in the case where the undersigned is a Joint Venture with a non-  
MBE/WBE firm, a Schedule B, Joint Venture Affidavit, is provided.

The undersigned is prepared to provide the following described services or supply the following described goods in  
connection with the above-named project.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above-described services or goods are offered for the following price, with terms of payment as stipulated in the  
Contract Documents.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
**SCHEDULE C - Letter of Intent from MBE/WBE**  
**To Perform As**  
**Subcontractor, Subconsultant, and/or Material Supplier (2 of 2)**

**PARTIAL PAY ITEMS**

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

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---

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If more space is needed to fully describe the MBE/WBE firm's proposed scope of work and/or payment schedule, attach additional sheet(s).

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above. If more than 10% percent of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the General Bidder, conditioned upon its execution of a contract with the Public Building Commission of Chicago, and will do so within five (5) working days of receipt of a notice of Contract award from the Commission.

By:

\_\_\_\_\_  
Name of MBE/WBE Firm (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

**IF APPLICABLE:**

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO

**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation**

(1 of 2)

Name of Project: \_\_\_\_\_

STATE OF ILLINOIS        }  
   } SS  
 COUNTY OF COOK         }

In connection with the above-captioned contract, I HEREBY DECLARE AND AFFIRM that I am the

\_\_\_\_\_  
 Title  
 and duly authorized representative of

\_\_\_\_\_  
 Name of Professional Service Provider  
 whose address is

\_\_\_\_\_  
 in the City of \_\_\_\_\_, State of \_\_\_\_\_

and that I have personally reviewed the material and facts submitted with the attached Schedules of MBE/WBE participation in the above-referenced Contract, including Schedule C and Schedule B (if applicable), and the following is a statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Contractor for the Project.

Name of MBE/WBE Contractor	Type of Work to be Done in Accordance with Schedule C	Dollar Credit Toward MBE/WBE Goals	
		MBE	WBE
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>Total Net MBE/WBE Credit</b>		\$	\$
<b>Percent of Total Base Bid</b>		%	%

The Professional Service Provider may count toward its MBE/WBE goal a portion of the total dollar value of a contract with a joint venture equal to the percentage of the ownership and control of the MBE/WBE partner.

PUBLIC BUILDING COMMISSION OF CHICAGO  
**SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation**  
**(2 of 2)**

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to non-MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE contractors.

If MBE/WBE subcontractor will not be sub-subcontracting any of the work described in this Schedule, a zero (0) must be filled in each blank above.

If more than 10% of the value of the MBE/WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

The undersigned will enter into a formal agreement for the above work with the above-referenced MBE/WBE firms, conditioned upon performance as Professional Service Provider of a Contract with the Commission, and will do so within five (5) business days of receipt of a notice of Contract award from the Commission.

By:

\_\_\_\_\_  
Name of Professional Service Provider (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone

IF APPLICABLE:

By:

\_\_\_\_\_  
Joint Venture Partner (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Phone/FAX

\_\_\_\_\_  
MBE \_\_\_\_ WBE \_\_\_\_ Non-MBE/WBE \_\_\_\_

PUBLIC BUILDING COMMISSION OF CHICAGO  
STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS

(1 of 2)

Name of Project \_\_\_\_\_ Contract Number \_\_\_\_\_

Date \_\_\_\_\_

STATE OF ILLINOIS }  
  } SS  
COUNTY OF COOK   }

In connection with the above-captioned contract:

I DECLARE AND AFFIRM that I

\_\_\_\_\_  
(Name of Affiant)  
am the \_\_\_\_\_ and duly authorized representative of  
(Title)

\_\_\_\_\_  
(Name of Company)  
whose address is \_\_\_\_\_

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

<b>MBE/WBE Name</b>	<b>Contract For</b>	<b>Amount of Contract</b>	<b>Total Previous Requests</b>	<b>Amount This Request</b>	<b>Balance to Complete</b>
<b>TOTALS</b>					



PUBLIC BUILDING COMMISSION OF CHICAGO  
**STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS (2 of 2)**

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

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Date)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_,

before me, \_\_\_\_\_, the undersigned officer, personally appeared \_\_\_\_\_, known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness thereof, I hereunto set my hand and official seal.

\_\_\_\_\_  
Notary Public  
Commission Expires

(Seal)

SCHEDULE E  
DISCLOSURE OF RETAINED PARTIES

A. Definitions and Disclosure Requirements

1. As used herein, "Consultant" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract or lease. In particular, the Consultant 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 Consultant is not required to disclose employees who are paid solely through the Consultant'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. Certification

Consultant hereby certifies as follows:

1. This Disclosure relates to the following transaction: \_\_\_\_\_  
Description or goods or services to be provided under Contract: \_\_\_\_\_  
\_\_\_\_\_
2. Name of Consultant: \_\_\_\_\_
3. **EACH AND EVERY** lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.

Retained Parties:

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

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

PUBLIC BUILDING COMMISSION OF CHICAGO

4. The Consultant understands and agrees as follows:
- a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction, terminate the Consultant's participation in the contract or other transactions with the Commission.
  - b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.
  - c. This Disclosure of Retained Parties form, some or all of the information provided herein, 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 Consultant 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 Consultant and that the information disclosed herein is true and complete.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name ( Type or Print)

\_\_\_\_\_  
Title

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

PUBLIC BUILDING COMMISSION OF CHICAGO  
**SCHEDULE F**  
**PROFESSIONAL SERVICES AGREEMENT**

**AGREEMENT NO. XXXXXX**

This agreement, effective as of the **XX** day of **XXXXXXXXXX** ("Agreement"), by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 66 West Washington Street, Chicago, Illinois 60602 ("**Commission**"), and **XXXXXXXXXXXXXX** a Corporation, with offices at **XXXXXXXXXXXXXXXXXXXXXX** ("**Vendor**").

**WITNESSETH:**

WHEREAS, the Commission requires certain professional services, described on Schedule A to this Agreement (the "Services"), and desires to contract with Vendor, on the terms and conditions set forth in this Agreement, to perform such Services; and

WHEREAS, the Vendor desires to contract with the Commission and has represented to the Commission that the Vendor has the knowledge, skill, experience and other resources necessary to perform the Services; and

WHEREAS, the Vendor has reviewed this Agreement and taken such other actions as the Vendor has deemed necessary or advisable to familiarize itself with the scope and requirements of the Services;

NOW, THEREFORE, for valuable consideration, the Commission and the Vendor agree as follows:

1. Incorporation of Recitals. The matters recited above are hereby incorporated in and made a part of this Agreement.
2. Definitions. The terms set forth below have the meaning indicated with respect to this Agreement:
  - a. **Agreement** means this professional services Agreement, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof..
  - b. **Commission** means the Public Building Commission, and includes the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Director of Construction, Managing Architect, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.
  - c. **Vendor** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.
  - d. **Key Personnel** means those job titles and persons as identified in those positions as identified in Schedule A of the Agreement or in the Vendor's proposal and accepted by the Commission.
  - e. **Services** means collectively, the actions, deliverables, duties and responsibilities that are required by the Commission under this Agreement. The required Services are described in Schedule A of this Agreement.
  - f. **Sub-consultant** means a firm hired by the Vendor to perform certain of the Services required by this Agreement.
  - g. **Technical Personnel** as herein referred to include partners, officers and all other personnel of the Vendor, exclusive of general office employees.
3. Incorporation of Documents. The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Vendor acknowledges and agrees that Vendor is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.

PUBLIC BUILDING COMMISSION OF CHICAGO

Policies Concerning MBE and WBE: the Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

4. Standard of Performance. Vendor represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards of similarly situated professionals providing services of similar scope and magnitude to the Services required by this Agreement. Vendor further agrees that it will assign to the Services at all times during the term of this Agreement the number of experienced, appropriately trained employees necessary for the Vendor to perform the Services in the manner required hereunder.

5. Duties and Obligations of Vendor.

a. Nondiscrimination. The Vendor agrees that in performing the Services it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq. the Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.01 through 10/20, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on February 11, 1992, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Vendor will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. Employment Procedures, Preferences and Compliances. Salaries of employees of Vendor performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. The Vendor shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Vendor, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Vendor to the respective employees to whom they are due.

c. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Vendor agrees to use its best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the total amount paid to Vendor for the performance of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on February 11, 1992, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission. Vendor will furnish to the Commission such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

d. Delays. Vendor agrees that no charges for damages or claims for damages shall be asserted by it against the Commission for any delays or hindrances from any cause whatsoever during the progress of any portion of the Services. Such delays or hindrances, if any, shall be compensated for by an extension of time to complete the Services, for such reasonable period as may be mutually agreed upon between the parties, it being understood, however, that the agreement of the Commission to allow the Vendor to complete the Services or any part of them after the time provided for the completion thereof herein shall in no way operate as a waiver on the part of the Commission of any of its rights hereunder.

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e. Records. The Vendor shall maintain accurate and complete records of expenditures, costs and time incurred by Vendor in connection with the Project and the Services. Such records shall be maintained in accordance with recognized commercial accounting practices. The Commission may examine such records at Vendor's offices upon reasonable notice during normal business hours. Vendor shall retain all such records for a period of not less than five calendar years after the termination or expiration of this agreement.

f. Time of Essence. The Vendor acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the work of the Commission. Vendor agrees to use all reasonable efforts to expedite performance of the Services and performance of all other obligations of the Vendor under this Agreement.

g. Compliance with Laws. In performing its engagement under this Agreement, the Vendor shall comply with all applicable federal, state and local laws.

h. Progress Meetings. Meetings to review the performance of the Vendor may be scheduled upon the Commission's request, at mutually agreeable times and locations, and the Vendor agrees to cause such meetings to be attended by appropriate personnel of the Vendor engaged in performing or knowledgeable of the Services.

i. Changes (Amendments). The Commission may, from time to time, request changes to the terms of the Agreement or in the Scope of Services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the Commission and Vendor, shall be incorporated in a written amendment to this Agreement. The Commission shall not be liable for any changes absent such written amendment.

6. Term.

a. The term of this Agreement shall begin on the effective date set forth above and, subject to the provisions of subparagraph (b) below, shall expire upon completion of the Services and acceptance thereof by the Commission. If the Services are of an ongoing nature, on the Completion Date shall be specified in such Schedule A. The Commission and the Vendor may, from time to time, by mutual agreement, extend the term of this Agreement by amending Schedule A hereto.

b. The Commission shall have the right, at any time, to terminate the term of this Agreement, with or without cause, by written notice given to the Vendor at least thirty (30) days prior to the effective date of termination. In addition, the Commission shall have the right, at any time and from time to time, with or without cause, to suspend the performance of the Vendor hereunder with respect to all or any part of the Services, by written notice given to the Vendor at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Vendor from liability for the performance of any obligation of the Vendor under this Agreement performed or to have been performed by the Vendor on or before the effective date of termination or suspension. Provided the Vendor is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Vendor, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Vendor for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Vendor for any loss, cost or damage which the Vendor or any other party may sustain by reason of the Commission terminating or suspending this Agreement as provided herein; provided, however, that the Commission may, in its sole discretion, reimburse the Vendor for actual expenses approved by the Commission.

7. Compensation of Vendor: Reimbursement for Expenses. The Commission shall compensate the Vendor for the Services in the manner set forth on Schedule C to this Agreement. In addition, the Commission shall, upon submission by the Vendor, which the Vendor may do no more frequently than once every 30 days, and approval by the Commission of detailed invoices therefor, reimburse the Vendor for all Reimbursable Expenses. "Reimbursable Expenses" means those expenses identified as such on Schedule C to this agreement.

8. Rights and Obligations of Commission. In connection with the administration of the Services by the Commission and the performance of the Services by the Vendor, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this agreement:

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- a. Information. The Commission shall provide the Vendor all reasonably requested information concerning the Commission's requirements for the Services.
- b. Review of Documents. The Commission agrees to make a reasonable effort to examine documents submitted by the Vendor and render decisions pertaining thereto with reasonable promptness.
- c. Designated Representatives. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.
- c. Ownership of Documents. All documents, data, studies and reports prepared by the Vendor or any party engaged by the Vendor, pertaining to the Services shall be the property of the Commission.
- d. Audits. The Commission shall have the right to audit the books of the Vendor on all subjects relating to the Services.

9. Indemnification of Commission. The Vendor hereby agrees to indemnify, keep and save harmless the Commission, its Commissioners, board members, officers, agents, officials and employees from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Vendor or any person employed by the Vendor to the maximum extent permitted by applicable law.

10. Insurance to be Maintained by Vendor. The Vendor shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, the User Agency and the Vendor, insurance coverage which will adequately insure the Commission, the User Agency and the Vendor against claims and liabilities which could arise out of the performance of such Services, including but not limited to, the insurance coverages set forth on Schedule D to this agreement.

11. Default.

- a. Events of Default. Any one or more of the following occurrences shall constitute an Event of Default under this agreement:
  - i. Failure or refusal on the part of the Vendor duly to observe or perform any obligation or agreement on the part of the Vendor contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Vendor by the Commission;
  - ii. Any representation or warranty of the Vendor set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;
  - iii. The Vendor becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or
  - iv. There shall be commenced any proceeding against the Vendor seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Vendor's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Vendor's assets and

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properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Vendor, in which event the Commission shall have no further obligations hereunder or liability to the Vendor except as to payment for Services actually received and accepted by the Commission through the effective date of termination. No courses of dealing on the part of the Commission or delay or failure on the part of the Commission to exercise any right shall operate as a waiver of such right or otherwise prejudice the Commission's rights, powers or remedies.

c. Remedies not Exclusive. No right or remedy herein conferred upon or reserved to the Commission is exclusive of any right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

12. Disputes.

a. General. All disputes arising under, related to or in connection with the terms of this Agreement or its interpretation, whether involving law or fact or both, including without limitation questions concerning allowability of compensation, and all claims for alleged breach of contract, shall be presented in writing to the Executive Director for final determination.

b. Procedure. Requests for determination of disputes will be made by the Vendor in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Vendor and the Commission's representative; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Vendor will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Commission's representative will have thirty (30) business days to respond in writing to the dispute by supplementing the submission or providing its own submission to the Executive Director. Failure by the Commission's representative to respond will not be deemed to be an admission of any allegations made in the request for dispute resolution, but will be deemed to constitute a waiver of the opportunity to respond to such allegation(s), if any. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

c. Effect. The Executive Director's final decision will be rendered in writing no more than forty-five (45) business days after receipt of the response by the Commission's representative was filed or was due unless the Executive Director notifies the Vendor that additional time for the decision is necessary. The Executive Director's decision will be conclusive, final, and binding on all parties. Vendor must follow the procedures set out in this Section and receive the Executive Director's final decision as a condition precedent to filing a complaint in the Circuit Court of Cook County or any other court.

The Vendor will not withhold performance of any Services required by the Commission under this Agreement during the dispute resolution period. The Executive Director's written determination will be complied with pending final resolution of the dispute.

13. Confidentiality. All of the reports, information, or data prepared or assembled by the Vendor under this Agreement are confidential, and the Vendor agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Vendor shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this agreement, the Project or the Services.

14. Assignment. Vendor acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Vendor and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Vendor, in whole or in part, without the prior



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written approval of the Commission. The Vendor further acknowledges that the Vendor has represented to the Commission the availability of certain members of the Vendor's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members due, the Vendor shall so notify the Commission in writing, and shall assign other qualified members of the Vendor's staff, as approved by the Commission, to the Project.

15. Relationship of Parties. The relationship of the Vendor to the Commission hereunder is that of an independent contractor, and the Vendor, except to the extent expressly provided to the contrary on Schedule A hereto, shall have no right or authority to make contracts or commitments for or on behalf of the Commission, to sign or endorse on behalf of the Commission any instruments of any nature or to enter into any obligation binding upon the Commission. This Agreement shall not be construed as an agreement of partnership, joint venture, or agency.

16. Miscellaneous.

a. **Vendor's Authority.** Execution of this Agreement by the Vendor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document if a partnership or a joint venture, and the signatures(s) of each person signing on behalf of the Vendor have been made with complete and full authority to commit the Vendor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

b. **Counterparts.** This Agreement may be executed in any number of counterparts, any of which shall be deemed an original.

c. **Entire Agreement.** This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof, all of which communications are merged herein. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by both of the parties hereto.

d. **Force Majeure.** Neither of the parties shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the control of the party unable to perform. If a force majeure occurs, the party delayed or unable to perform shall give prompt notice to the other party, and the Commission may, at any time during the continuation of the force majeure event, elect to suspend the performance of the Vendor under this Agreement for the duration of the force majeure. The Commission shall not be obligated to pay for Services to the extent and for the duration that performance thereof is delayed or prevented by force majeure, but, provided the Vendor is not in default of any obligation of the Vendor hereunder, the Commission shall pay to the Vendor, according to the terms hereof, all compensation and reimbursements due to the Vendor for periods up to the effective date of suspension.

e. **Governing Law.** This Agreement has been negotiated and executed in the State of Illinois and shall be construed under and in accordance with the internal laws of the State of Illinois.

f. **No Waiver.** The waiver by either party of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.

g. **Notices.** All notices required to be given hereunder shall be given in writing and shall be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to Commission and to the Vendor at their respective addresses set forth above. If given as herein provided, such notice shall be deemed to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Vendor may, from time to time, change the address to which notices hereunder shall be sent by giving notice to the other party in the manner provided in this subparagraph.

h. **Severability.** In the event that any provisions of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

i. **Successors and Assigns.** Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

PUBLIC BUILDING COMMISSION OF CHICAGO

NOW THEREFORE, the parties agree on the terms and conditions that follow:

SIGNED by:

PUBLIC BUILDING COMMISSION OF CHICAGO by:

\_\_\_\_\_  
Richard M. Daley  
Chairman

Attest:

\_\_\_\_\_  
Edgrick C. Johnson  
Secretary

VENDOR:

\_\_\_\_\_  
President

County of: \_\_\_\_\_

State of: \_\_\_\_\_

Subscribed and sworn to before me by \_\_\_\_\_ and \_\_\_\_\_ on behalf of  
Architect this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission expires: (SEAL OF NOTARY)

Approved as to form and legality

\_\_\_\_\_  
Neal & Leroy, LLC