

PUBLIC BUILDING COMMISSION OF CHICAGO



REQUEST FOR QUALIFICATIONS PS1547
FOR
ARCHITECT OF RECORD
FOR
WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL
644-736 SOUTH STATE STREET
CHICAGO, ILLINOIS
PROJECT NUMBER 05265

Issued on Wednesday, December 2, 2009

RESPONSES ARE DUE ON TUESDAY, DECEMBER 15, 2009

Responses must be submitted in sealed envelope(s) or package(s). The outside of each must clearly indicate the name of your firm and the name of the Submittal.

SUBMIT ONE (1) ORIGINAL AND FIVE (5) COPIES PLUS 1 CD OR DVD OF THE SUBMITTAL TO:

Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
www.pbcchicago.com

Mayor Richard M. Daley
Chairman

Erin Lavin Cabonargi
Executive Director

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I. KEY INFORMATION ABOUT THIS RFQ

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

Contract Officer

Rosalinda "Rusty" Castillo

Public Building Commission of Chicago

50 West Washington, Room 200

Chicago, Illinois 60602

Fax (312) 744-3572

rusty.castillo@cityofchicago.org

2. **QUESTIONS:** Please direct all written questions (and requests for American Disabilities Act accommodations) to the RFQ Contact. Questions received by December 10, 2009 at 12:00 PM Local Time will be answered by December 11, 2009 at 2:00 PM local time Any questions submitted after this will be answered at the discretion of the PBC. We will post the answer in the PBC website, which may be viewed at www.pbcchicago.com.
3. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the Public Building Commission reserves the right to change the dates. Notice of any changes will be provided via addendum.

Issue RFQ.....December 2, 2009
Pre-submittal Conference.....December 07, 2009 at 2:00 PM Local Time
Due Date and Time for Submissions.....December 15 at 10:00 AM Local Time

4. **NUMBER OF COPIES:** Submit a signed original copy, five (5) copies and one (1) compact disk (CD) of the electronic (PDF) copy of the submittal in a sealed envelope or container.
5. **SUBMIT QUALIFICATION TO:**

Rosalinda "Rusty" Castillo

Public Building Commission

50 West Washington Street, Room 200

Chicago, Illinois 60602

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

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II. REQUEST FOR QUALIFICATIONS

The Public Building Commission of Chicago (PBC), located at 50 West Washington Street, Room 200, Chicago, Illinois 60602, is soliciting qualifications from firms experienced in acting as the **Architect of Record (AOR)** providing architectural and engineering services for construction of the William Jones College Preparatory High School, a selective-enrollment high school in downtown Chicago.

The AOR and its consultants will be responsible for performing a full range of architectural and engineering services, including conceptual design, schematic design, design development, construction documentation, permitting, bidding, construction administration and project close-out.

Project Scope Description

This project will involve the design and construction of a high-rise school building which is approximately 240,000 SF and serving 1,200 students in grades 9-12. The proposed site is approximately 44,085 SF, located at the northwest intersection of South State and West Polk Streets, adjacent to the existing Jones College Preparatory High School. The new building is intended as a replacement facility for the existing high school, which will likely be demolished subsequent to the completion of the new construction.

The program for the new school will be provided and is comprised of a prototypical kit of parts. The new construction will include classrooms, computer and science laboratories, art and music studios, administrative and support services, a library and a full-service dining facility to accommodate the intended student population. The project will also include athletic facilities and fine and performing arts amenities. In addition, the facility will require underground parking and rooftop gardens. A minimum LEED certification of silver will be required.

The projected Facility Opening date is September 3, 2013. The proposed design schedule, as well as any other proposed dates discussed in this RFQ, is subject to change, based on modification or revision by the PBC or user agency requirements (or the requirements of its consultants) and with input from the successful respondent.

The anticipated construction delivery method will be Construction Manager At-Risk. The PBC is currently in the process of selecting construction management firms. The construction manager will provide pre-construction services to assist the AOR with the development of the site work, foundation design, building design and delivery package sequencing.

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III. DEFINITIONS

3.1 Definitions

Throughout this Request for Qualifications, the following terms shall have the meanings contained herein:

"PBC" means the Public Building Commission of Chicago, or the Board of Commissioners.

"CPS" means Chicago Public Schools, or the Chicago Board of Education.

"Agreement" means the contract for Architect-of-Record Services that is to be entered into between the PBC and the selected Respondent pursuant to this RFQ.

"Architect" or "AOR" means Architect-of-Record.

"Authorized Commission Representative" means one or more persons designated in writing by the PBC Executive Director for the purpose of managing the Project.

"Construction Manager At-Risk" or "CM-at-risk" means a construction delivery method in which the construction manager provides pre-construction services, enters into an agreement for construction at a Guaranteed Maximum Price with a fixed completion date, holds contracts with the trade contractors and coordinates trade contractor work, and manages all site activities.

"Include." Whenever the term "include" (in any of its forms) is used, it means "include, without limitation."

"Respondent" means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit responses pursuant to this RFQ.

"RFQ" means this Request for Qualifications, including all Exhibits and addenda.

"Selected Respondent" or "Consultant" means the individual, partnership, corporation or joint venture that the PBC selects for award of a contract pursuant to the RFQ.

"Services" means all the tasks for which the PBC engages the Selected Respondent.

"Sub-consultant" means individual(s), partnership(s), corporation(s), or joint venture(s) that the Respondent engages to provide specialized services required by the Agreement.

"Submittal" means all materials submitted in response to this RFQ.

3.2 Interpretations

- A. Any headings in this RFQ are for convenience of reference only and do not define, limit, control or affect the meaning of the RFQ's provisions. In this RFQ, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFQ refer to this RFQ. All section references, unless otherwise expressly indicated, are to sections of this RFQ. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFQ and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFQ.
- B. Unless a contrary meaning is specifically noted elsewhere, the words "as required," "as directed," "as permitted" and similar words used in the RFQ mean that requirements, directions of, and permission of the Executive Director are intended; similarly, the words "approved," "acceptable," "satisfactory" or words of like import mean "approved by," "acceptable to" or "satisfactory to" the Executive Director. Words such as "necessary," "proper" or words of like import mean that the Services must be performed in a manner, or be of character which is "necessary" or "proper" in the sole opinion of the PBC.
- C. Unless a contrary meaning is specifically noted elsewhere, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory" or words of like effect and import used in the RFQ means reasonable, suitable, acceptable, proper or satisfactory in the sole judgment of the PBC.

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IV. NATURE OF SERVICES

Section 4.1 Services

The AOR for the Project will provide all Services necessary to complete the coordinated design of the Project, ensuring that the requirements of the Commission are met.

As the AOR, the Architect will (i) work with the Commission to complete the design for the Project and solicit stakeholder approvals, (ii) prepare and stamp the documents that will be issued by the Commission for regulatory approvals, bidding and construction, and (iii) assist the Commission in the oversight of the construction of the Project. Per Schedule A of the standard PBC Agreement of Architect-of-Record Services, the services for which the AOR will be retained include: Conceptual and Schematic Design; Design Development; Construction Documentation; Bidding; Contract Administration and Project Close-Out. The AOR will be responsible for the following disciplines as a part of their basic services: architectural, structural engineering, civil engineering, landscape architecture, MEP/FP engineering and sustainability (LEED) consulting services. In addition, reimbursable consultant requirements are anticipated for acoustical, theatrical, roofing, cost estimating, natatorium, food service, audio/visual, lighting and hardware consulting services. These reimbursable consultants need not be included in Respondents submittals and will not be evaluated.

The Commission will provide the AOR with the following documents: the CPS Program Statement, Conceptual Design Sketches for the Project, a Plat of Survey, a preliminary Geo-technical Assessment, Phase I and Phase II Environmental Site Assessments, a project construction budget, a project schedule, a current zoning analysis.

Section 4.2 Design Process

PBC and various stakeholders will review the design documents at the following project milestones: Conceptual Design, Schematic Design; Design Development and Construction Documentation at the 60%, 90% and 100% levels of completion. It is anticipated that permitting will occur in multiple phases, generally divided into sub-grade and vertical construction. As this PBC plans to utilize the Construction Manager At-Risk method of project delivery, the AOR will be responsible for a single design deliverable to be issued in multiple bid packages.

Section 4.3 Project Complexity

The Public Building Commission and the City of Chicago are committed to cost-effective, durable construction, as well as sustainable design and construction practices. As such, the evaluation criteria will focus on the respondents' experience with projects of similar complexity, size, location, budget and type.

Special attention will be placed on the respondent's recent experience in the design and construction administration of projects noted in Section 7.2 Submittal Requirements.

Initial investigative work has been performed at the site. Constraining design factors include, but are not limited to the following:

- A. The limits of construction will be at, or near the property line on at least three sides, including a public alley to the west of the site, including a potential public right of way amendment to widen the alley.
- B. Active CTA subway lines extend along State Street (eastern boundary) of the site.
- C. Abandoned freight tunnels exist between the CTA and the property line at South State Street, as well as south of the property line at West Polk Street.
- D. Utility service distribution occurs along South State Street as well as West Polk Street. Additionally, a deep water tunnel traversing the site has been noted in the utility documentation process.
- E. The majority of the site is currently used for public surface parking, which appears to have been constructed over foundations of the buildings that previously occupied the site.

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V INSTRUCTIONS TO RESPONDENTS

Section 5.1 Submittal of Qualifications

The Request for Qualifications document will be available on Wednesday, December 2, 2009.

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 to download online go to: <http://www.pbcchicago.com>. Any addenda that are issued will only be posted to the above listed website link.

A Pre-submittal Conference will be held for all interested parties on **Monday, December 07, 2009**, in the PBC Board Room, Richard J. Daley Center 50 West Washington Street.

The PBC will not be responsible for a Consultant's failure to obtain or download any addenda issued for a request for qualifications/proposals.

To be assured of consideration, the Submittal(s) must be submitted in sealed envelope(s) or package(s) and received no later than 10:00 a.m. (Chicago Time), on December 15, 2009.

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

The Respondents must complete all the affidavits and forms provided in this RFQ and provide all of the information requested on each form. Incomplete forms may result in disqualification from the RFQ Process.

ONE (1) ORIGINAL RESPONSE WITH ORIGINAL SIGNATURES AND FIVE (5) COPIES, PLUS ONE (1) CD OR DVD WITH THE ELECTRONIC (PDF) COPY OF THE SUBMITTAL MUST BE PROVIDED

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

Public Building Commission of Chicago
Re: Architect of Record Services – JCPHS
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
Attention: Rosalinda “Rusty” Castillo– Deputy Director of Procurement

Section 5.2 Addenda and Interpretation

- A. No oral interpretation of the meaning of the RFQ will be made to any Respondent.
- B. Requests for interpretation must be received no later than **Thursday, December 10, 2009 at 12:00 PM (local time)**. Every request for such interpretation must be made in writing, addressed to the Public Building Commission of Chicago 50 West Washington Street Chicago, Illinois 60602, ATTENTION: Rosalinda “Rusty” Castillo– Deputy Director of Procurement, and emailed to rusty.castillo@cityofchicago.org. The interpretations, if any, will be issued in writing which, if issued, will be posted in the PBC website at <http://www.pbcchicago.com> and will be sent via e-mail to all prospective Respondents, if Respondent’s e-mail address is available to the PBC, not later than **Friday, December 11, 2009 at 2:00 PM (local time)**.
- C. Failure of any Respondent to receive any such Addendum or interpretation shall not relieve such Respondent from any obligation under his Submittal as submitted. All Respondents are responsible for obtaining each Addendum and must acknowledge receipt of each Addendum that has been issued.

Section 5.3 Rejection of Submittals

Submittals that do not comply with the submittal requirements of the RFQ, 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.

Section 5.4 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.

Section 5.5 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, to any official of the PBC, to any employee of the PBC, or to any Authorized Commission Representative 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 to be rejected by the PBC. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

Section 5.6 Minority and Women-Owned Business Enterprises

The PBC affirmative action requirements are set forth with particularity in Attachment C, "Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises". Only Respondents who have entered into a joint venture relationship with either an MBE or WBE must complete and submit Schedule B – Joint Venture Affidavit with their submittal. Only short-listed Respondents will be required to submit their M/WBE Utilization Plan as outlined in Attachment C.

Section 5.7 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.

Section 5.8 Insurance Requirements and Indemnification

Only short-listed Respondents will be required to provide written evidence of ability to procure and comply with the amounts of insurance coverage that is indicated in Attachment D. The limits set forth in **Attachment D** are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

Section 5.9 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.

Section 5.10 Form of Agreement

Only short-listed Respondents will be furnished with the PBC's standard terms and conditions for contracts with Architects of Record. These terms and conditions are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable. In the event that the short-listed Respondents choose to take exception to any of these terms and conditions, each short-listed Respondent must state the exceptions in writing and include it in the oral presentation submittal package. The PBC will consider such exceptions in its evaluation of the short-listed Respondents qualifications.

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VI. EVALUATION CRITERIA

Section 6.1 SELECTION PROCESS

- A. 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 Project.
- B. Qualifications will only be considered from firms meeting the criteria outlined in Section 7.2: Submittal Requirements.
- C. Submissions from joint-venture enterprises and teams comprised of multiple design firms will be considered.
- D. The Commission intends to create a "Short List" of not more than five (5) of the highest qualified respondents who will be invited to interview with an Evaluation Committee on **Tuesday, December 22, 2009**, to further review their qualifications and proposed approach to the project.
- E. The Evaluation Committee intends to provide project-specific information to short-listed respondents including a program statement and various administrative submittal requirements including the Commission's Form of Agreement, Disclosure Affidavit, Disclosure of Retained Parties and various M/WBE affidavits, certifications and other reporting forms. Short-listed respondents will be asked to make a detailed presentation to the Evaluation Committee identifying their specific approach to the Jones College Preparatory High School project. This presentation should include the design methodology, preliminary sustainability ideas, an understanding of the site logistics, regulatory approvals and bidding processes required for the project, a project schedule showing design, approval and construction activities, the key personnel to be assigned to the project for the AOR and the design consultants, a projected project staffing plan, and the scheme for MBE/WBE participation. Particular emphasis should be placed on the experience of key leadership positions within the team and their specific experience in the categories of expertise outlined in Section 7, Submittal Requirements.
- F. After evaluating all information and conducting interviews, the Evaluation Committee will complete a final evaluation, and submit its findings and a recommendation to the Executive Director. The Executive Director will make a recommendation to the PBC Board of Commissioners. Once accepted by the Board of Commissioners, respondents will be notified of the AOR selected for the work.

- G. The Commission reserves the right to reject any and all response submittals, and to waive any informality in the submitted qualification submittals whenever it determines such rejection or waiver is in its best interest.
- H. 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, including but not limited to, any and all costs of preparing the Request for Qualifications and participation in any conferences, oral presentations or negotiations.

Section 6.2 EVALUATION CRITERIA

The Evaluation Committee will review the Respondents' qualifications in accordance with the following criteria:

A. Experience and Past Performance

The Public Building Commission and the City of Chicago are committed to cost-effective, durable construction, as well as sustainable design and construction practices. As such, the evaluation criteria will focus on the Respondents' experience with projects of similar complexity, size, location, site constraints, budget and type.

Consideration will be given to the quality, breadth and depth of experience and past performance as demonstrated in the successful completion of both design and construction administration for projects that comply with the categories of expertise listed in Section 7.2.C Experience and Past Performance. Client references provided in response to Section 7.2.C and Attachment A will also be considered in the evaluation process.

B. Organization

The scope of this project; along with the complex site constraints, requires significant design and construction administration related experience in several key positions to ensure successful project execution.

The Evaluation Committee will consider the depth of experience, past performance and working relationships as required in Section 7.2.C, of both the firms and key personnel. It is critical that design and construction administration expertise be exhibited (rather than owner's representative or program management).

C. Financial Strength

The Respondent must furnish evidence of financial stability to perform the services that are customarily required to complete the required scope of work.

D. MBE/WBE Utilization Plan

Level, relevance and quality of the proposed MBE/WBE utilization plan. Levels of MBE and WBE participation will be evaluated in relation to the PBC's goals of achieving a minimum of 25% MBE participation and 5% WBE participation in the contracts it awards.

Favorable consideration will be shown to Respondents that embrace the PBC's policy of encouraging and facilitating the participation of MBE's and WBE's in significant roles on its

projects.

Consistent with PBC's policy of encouraging and facilitating the participation of MBE's and WBE's in prime consultant roles on its projects, the PBC has established an independent aspirational goal for the participation of MBE/WBE firms on the Respondent team. To be eligible for favorable consideration under this element of the criteria, proposed MBE/WBE participation on the AOR team must include:

1. Equity (ownership) participation in the Respondent;
2. Well-defined management roles and responsibilities for the MBE/WBE team member; and
3. Allocation of financial risk to the MBE/WBE commensurate with the potential financial rewards available to be achieved by a successful AOR team.

Equity participation by MBE and/or WBE team members may be established through the proposed creation of a joint venture, partnership or other ownership structure. Any ownership structure proposed by Respondent must be consistent with the licensure, professional practice, insurance and risk management requirements indicated in this RFQ and the Commission's Form of Contract as well as the MBE/WBE team member's management roles and responsibilities and financial risk. The PBC would expect the MBE/WBE to have commensurate management roles and responsibilities in both the operation of the joint venture and the performance of the services.

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

Respondent's QA/QC Plan will be evaluated on the firm's ability to demonstrate error prevention in document completion and coordination and Respondent's approach to managing a project of this complexity and scale.

F. Insurance Requirements

Supply evidence of ability to procure and comply with the amounts of insurance coverage indicated in Attachment D.

G. RFQ Compliance

Respondents will be evaluated on the level of completeness and comprehensiveness exhibited in the response to this RFQ and the compliance with each of the submittal requirements.

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VII. SUBMITTAL REQUIREMENTS

Section 7.1 Submittal Requirements

Respondents shall submit responses tabbed and referenced per the content requirements described in Section V, Section VI and Section VII of this RFQ. Submittals should be bound on the long side and prepared on standard 8½" x 11" letter size paper. Separate each section by labeled tabs and organize in accordance with submittal requirements listed in Section 7.2. Expensive papers and bindings are discouraged since no materials will be returned.

Respondents must adhere to these submittal requirements. Failure to comply may be cause for rejection of a submittal. However, the PBC reserves the right to reject or accept any submittals if it is in the best interest of the PBC or public.

Section 7.2 Submittal Content

The Submittal shall include each of the following:

A. Executive Summary.

The Executive Summary must be signed by an authorized representative of the Respondent and must include:

1. A clear description of the structure of the Respondent's proposed team, an explanation of how the Respondent satisfies the evaluation criteria and a detailed statement illustrating Respondent's understanding of the Services and proposed approach to implementation.
2. Contain a commitment to provide the required Services described with the corporate and team composition, (specifically personnel) as specified in the qualification submission.

B. Organization.

Respondents must submit the following:

1. Provide an organization chart clearly indicating all basic service team members (including architectural, civil, landscape, structural, MEP/FP, and sustainability (LEED) consulting). Firm name and key staff names must be indicated as well as the MBE/WBE status of the team members, professional licensure and LEED accreditation.
2. If the Respondent is a partnership or a Joint Venture, cite prior experience (if any) of working together.
3. Provide a statement citing prior shared work experience (if any) of AOR working together with each sub-consultant. Furnish specific project names and references.
4. Business and professional licenses that are required by law.

5. Accreditations or memberships in professional organizations and/or regulatory organizations, which are standard for the services to be provided.

C. Experience and Past Performance.

As stewards of public funding, the PBC and the City of Chicago are committed to cost-effective, durable construction that is developed utilizing responsible and sustainable development practices. The unique character of this project and the complexity of its site require high caliber Respondents, with relevant experience at both corporate levels and in the individuals who will staff each key position. As such, the Respondent is required to supply both corporate experience and individual experience in providing specifically design and construction administration services for each of the seven (7) categories of expertise listed below:

1. Categories of Expertise:

- a. New high-rise construction projects with deep foundations, as defined by the Chicago Building Code
- b. New construction projects in a comparable location in Chicago, specifically in the area bounded by Fullerton Avenue on the north, Lake Michigan on the east, 31st Street on the south and Ashland Avenue on the west.
- c. New construction projects of a comparable size with construction costs equal to, or greater than \$50,000,000.
- d. New construction projects utilizing the Construction Manager method of project delivery.
- e. Educational construction projects in Chicago, particularly secondary schools servicing grades K – 12.
- f. Past experience in providing design and construction administration services on LEED-certified projects.
- g. Past performance in meeting design schedule and cost parameters.

For project-specific information, include the project name, location, client, total contract amount, principal-in-charge, day-to-day technical project manager, your firm's primary role on the project, key staff, date completed, client reference (name, current position, phone number, e-mail address), and a brief narrative description for each project. Limit the description of each project to two (2) pages.

2. Corporate – Experience and Past Performance

Include examples of specific projects for which the Respondent has completed both design and construction administration services that are relevant to the seven (7) categories listed above. A minimum of one example must be provided for each category and all examples included must be no more than 10 years old.

Each project citation must be limited to two (2) pages and must include a photograph, project name, firm's specific role in project, location, construction cost, construction budget, AOR fee, date completed, key staff name, client name and reference contact information. A brief narrative description of each project should also be included.

3. Individual - Experience and Past Performance

- a. Exhibit 1 – Key Team Members Matrix must be completed indicating in graphic form all key team members and their relevant experience.

- b. Provide current resumes for key staff that provide five or more years of employment history for each of the proposed key staff positions. Respondents shall indicate the experience and quality of past performance of team members and state their availability and responsibility to the project. Respondents shall provide evidence of the competency for team members and key technical and administrative personnel to be assigned to this project. For business and professional licenses and memberships, provide evidence that such licenses and memberships are current and in good standing. For purposes of this RFQ, key team members are defined as follows:

- 1) Corporate Executive (principal of firm, principals of partnerships or Joint Ventures)
- 2) Project Manager(s)
- 3) Structural Consultant Leading Team Member
- 4) Civil Consultant Leading Team Member
- 5) Landscape Consultant Leading Team Member
- 6) MEP/FP Consultant Leading Team Member(s)
- 7) Sustainability (LEED) Consultant Leading Team Member

Please note that key team members should be current employees of the Respondent team and should be available to attend oral presentations if the Respondent is short-listed.

Key staff resumes must be limited to two (2) pages and include name, current employer, number of years with current employer, number of years of total professional experience (5 years minimum), as well as relevant education, certifications and licensing. Resumes must also include individual project experience in the seven (7) categories of expertise listed above. Indicate "N/A" in each category that does not apply.

D. Financial Strength

The Respondent shall furnish financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Respondent has the financial viability and ability to perform the Services. The Respondent shall also submit annual reports and a written disclosure advising of any pending litigation against the Respondent that may have a material effect in Respondent ability to provide the Services.

E. Legal Actions

Complete **Attachment B – Legal Actions**

F. MBE/WBE Utilization Plan

Respondent's must identify their MBE/WBE Participation Plan (M/WBE Plan) outlining all MBE and WBE firms proposed to be included on the Respondent team and the proposed role of each. Respondent's M/WBE Plan shall include 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.

If a Respondent is proposing as a Joint-Venture, or other joint-ownership structure, the Respondent must submit a copy of the proposed Joint-Venture Agreement, or comparable for other legal entities and a completed Schedule B. Joint Venture Affidavit.

G. Quality Assurance / Quality Control (QA/QC) Plan

Provide an example of a detailed Quality Control Plan (QCP) featuring a management plan. The

management plan must be a narrative describing coordination, communication, and quality control methods. The management plan should include an organizational chart, lines of authority and scheduling milestones.

H. Insurance Requirements

Short-listed Respondents must maintain the types of insurance coverage described in **Attachment D, Insurance Requirements**. Short-listed Respondent must submit written evidence of ability to procure and comply with the amounts of insurance coverage that is indicated in **Attachment D**. The limits set forth in **Attachment D** are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

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 PBC reserves the right to require the selected Respondent to furnish certificates of insurance or, if the PBC so requires, certified copies of the original policies of all insurance required by the RFQ. The receipt of any certificate of insurance does not constitute agreement by the PBC that the insurance requirements of the RFQ have been fully met, or that the insurance policies indicated on the certificates are in compliance with all requirements of the RFQ. 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.

I. References.

The Proposer shall provide references in the form of **Attachment A - Business References**.

**ATTACHMENT A
BUSINESS REFERENCES**

**REQUEST FOR QUALIFICATIONS
FOR
ARCHITECT OF RECORD SERVICES
WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL
PS1547**

Provide at least 6 business references. Include client references from public school districts, public parks and public housing agencies.

1. Client: _____ Address: _____

Contact name: _____

Contact phone: _____ E-mail address: _____

Describe project: _____

2. Client: _____ Address: _____

Contact name: _____

Contact phone: _____ E-mail address: _____

Describe project: _____

3. Client: _____ Address: _____

Contact name: _____

Contact phone: _____ E-mail address: _____

Describe project: _____

4. Client: _____ Address: _____

Contact name: _____

Contact phone: _____

Describe project: _____

ATTACHMENT A
BUSINESS REFERENCES - Continued

REQUEST FOR QUALIFICATIONS
FOR
ARCHITECT OF RECORD SERVICES
WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL
PS1547

5. Client: _____ Address: _____

Contact name: _____

Contact phone: _____ E-mail address: _____

Describe project: _____

6. Client: _____ Address: _____

Contact name: _____

Contact phone: _____ E-mail address: _____

Describe project: _____

**ATTACHMENT B
LEGAL ACTIONS
REQUEST FOR QUALIFICATIONS
FOR
ARCHITECT OF RECORD SERVICES
WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL
PS1547**

If the answer to any of the questions below is **YES**, provide a brief description or explanation on a separate sheet following this page.

1. Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?

Yes _____, Explain. No _____

2. Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?

Yes _____, Explain. No _____

3. If the answer to the preceding question is "Yes", enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. \$_____

4. Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?

Yes _____, Explain. No _____

5. Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?

Yes _____, Explain. No _____

6. Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?

Yes _____, Explain. No _____

7. Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?

Yes _____, Explain. No _____

8. Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations?

Yes _____, Explain. No _____

9. Has the firm or venture ever failed to complete any work awarded to it?

Yes _____, Explain. No _____

ATTACHMENT C
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 applies:

(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, 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, 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.

(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 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.

- (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;
 - (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 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 the 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.

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

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

F. 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.

G. 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.

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

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.

<p>_____</p> <p>Name of Joint Venturer</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>State of _____ County of _____</p> <p>On this ____ day of _____, 20__</p> <p>before me appeared (Name)</p> <p>_____</p> <p>to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by</p> <p>(Name of Joint Venture)</p> <p>to execute the affidavit and did so as his or her free act and deed.</p> <p>_____</p> <p>Notary Public</p> <p>Commission expires:</p> <p>(SEAL)</p>	<p>_____</p> <p>Name of Joint Venturer</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p> <p>State of _____ County of _____</p> <p>On this ____ day of _____, 20__</p> <p>before me appeared (Name)</p> <p>_____</p> <p>to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by</p> <p>(Name of Joint Venture)</p> <p>to execute the affidavit and did so as his or her free act and deed.</p> <p>_____</p> <p>Notary Public</p> <p>Commission expires:</p> <p>(SEAL)</p>
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ATTACHMENT D
INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS
FOR
ARCHITECT OF RECORD SERVICES
WILLIAM JONES COLLEGE PREPARATORY HIGH SCHOOL
PS1547

The Architect of Record (Architect) must provide and maintain at Architect's own expense, until expiration or termination of the agreement and during the time period following expiration if Architect is required to return and perform any additional work, the 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 \$500,000 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 \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Commission, Board of Education of the City of Chicago and City of Chicago must be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

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 Architect must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. The Commission, Board of Education of the City of Chicago and City of Chicago must be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for the Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

E.1.4. Professional Liability

When Architect performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$5,000,000 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. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Subcontractors performing work for Architect must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

E.1.5. Property

The Architect is responsible for all loss or damage to Commission, Board and/or City property at full replacement cost. The Architect 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 Architect

E.1.6. Valuable Papers

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

E.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract,. Coverage must include bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, the Board of Education of the City of Chicago and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Consultant must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

E.1.8 Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Architect must provide or cause to be provided, with respect to the operations that Architect or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad/transit entity for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

ADDITIONAL REQUIREMENTS

The Architect 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 policy has an expiration or renewal date occurring during the term of this Agreement. The Architect must submit evidence of insurance to the Commission prior to Agreement award. 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 Architect is not a waiver by the Commission of any requirements for the Architect to obtain and maintain the specified insurance. The Architect will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Architect 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.

The Commission reserves the right to obtain copies of insurance policies and records from the Architect 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 coverage is substantially changed, canceled, or non-renewed.

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

The Architect hereby waives and agrees that their insurers waive their rights of subrogation against the Commission, Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, or representatives.

If Architect 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 insurance coverage and limits provided by Architect in no way limit the Architect's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission, Board of Education of the City of Chicago and the City of Chicago do not contribute with insurance provided by the Architect 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.

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

If Architect or its subcontractors desires 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.

