



**PUBLIC BUILDING COMMISSION OF CHICAGO**  
www.pbcchicago.com

**LETTERS OF INTEREST AND  
QUALIFICATIONS FOR ARCHITECT OF  
RECORD SERVICES FOR PUBLIC  
BUILDING COMMISSION PROJECTS**

**ISSUED: JUNE 26, 2014**  
**UPDATED: APRIL 18, 2018**

**SUBMISSION DEADLINE: NONE**

SUBMIT ONE (1) BOUND ORIGINAL, ONE (1) UNBOUND PAPER COPY, AND TWO (2)  
ELECTRONIC COPIES (FLASH DRIVE ONLY)

<b>FIRM NAME:</b>	
<b>CONTACT NAME:</b>	
<b>CONTACT TELEPHONE:</b>	
<b>CONTACT EMAIL:</b>	
<b>ADDRESS:</b>	

**Public Building Commission of Chicago**  
Richard J. Daley Center, Room 200  
50 W. Washington St.  
Chicago, IL 60602  
[www.pbcchicago.com](http://www.pbcchicago.com)

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Mayor Rahm Emanuel  
Chairman

Carina E. Sánchez  
Executive Director

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## SECTION I KEY INFORMATION

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1. **LIQ CONTACT:** The LIQ Contact, identified below, is the sole point of contact regarding the LIQ from the date of issuance until submission.

Contract Officer  
James L. Borkman  
**Public Building Commission of Chicago**  
50 West Washington, Room 200  
Chicago, Illinois 60602  
Fax (312) 744-9259  
[James.Borkman@cityofchicago.org](mailto:James.Borkman@cityofchicago.org)

2. **SUBMISSION DEADLINE: NONE**
3. **NUMBER OF COPIES:** Submit one (1) bound, signed original copy, plus one (1) unbound paper copy, and two (2) electronic copies (flash drive only—firm must ensure each electronic copy is labeled with firm name) of the submittal in a sealed envelope or container.
4. **SUBMIT QUALIFICATION TO:**  
James L. Borkman  
Public Building Commission  
50 West Washington Street, Room 200  
Chicago, Illinois 60602
5. **RIGHT TO CANCEL:** The PBC reserves the right to cancel this request process whenever the best interest of the PBC is served. The PBC shall not be liable for costs incurred by Consultants associated with this request process.

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## SECTION II

### LETTERS OF INTEREST AND QUALIFICATIONS

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The Public Building Commission of Chicago (PBC), located at 50 West Washington Street, Room 200, Chicago, Illinois 60602, is soliciting Letters of Interest and Qualifications (LIQ) from firms experienced in providing **Architect of Record (AOR)** services for future projects.

#### **2.1: General Information**

With many diverse projects currently in planning or development, the Public Building Commission has a robust program in place. From state-of-the-art municipal facilities and innovative elementary and high schools to welcoming public libraries and tranquil parks and vibrant recreation facilities, the PBC's planning, design, development, and project management abilities continue to touch the lives of many.

As stewards of the public fund and built environment, the PBC and the City of Chicago are committed to a high level of excellence when planning, designing, constructing and operating public facilities and amenities. This includes receiving a high standard of service from our Architects of Record, inclusive of delivering inspiring and cost-effective design, employing durable construction practices and utilizing sustainable development principals.

This request for Letters of Interest and Qualifications is for the foreseeable range of project types to be developed by the PBC in the near future. This LIQ process will offer AORs the opportunity to introduce their firm, staff and state their interest to provide AOR services and have their portfolio on file at the PBC. The PBC reserves the right to individually request letters of interest and qualifications at any time. The PBC encourages all capable firms (including minority and women-owned firms and those firms without recent PBC experience) to respond to this LIQ.

The AORs will be responsible for providing a full range of architectural and engineering services, which may include: programming, conceptual design, schematic design, design development, construction documentation, permitting, bidding, construction administration and project close-out.

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## SECTION III NATURE OF SERVICES

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### 3.1: Intent

The Public Building Commission (PBC) at times solicits AOR services for projects undertaken. The PBC is therefore requesting Letters of Interest and Qualifications of firms (the Respondents) to perform on a Basic Services Contract basis as the Architect of Record on potential projects developed through the PBC.

As the AOR, the Architect will (i) collaborate with the PBC to procure sub-consultant services appropriate for the project, (ii) conceptual design and/or complete the design for the Project and solicit stakeholder approvals, (iii) prepare and stamp the documents that will be issued by the PBC for regulatory approvals, bidding and construction, and (iv) assist the PBC in the oversight of the construction of the Project. The AOR will typically 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 may include acoustical, theatrical, roofing, cost estimating, natatorium, food service, audio/visual, lighting and hardware consulting services. **Sub-consultants and reimbursable consultants must not be included in Respondents submittals and will not be enrolled as part of this LIQ.**

### 3.2: Services

The AOR will provide all Services required to complete the coordinated design of the assigned project or projects. The term of the Agreement will terminate when all Services required have been completed to the reasonable satisfaction of the PBC. Terms and conditions of the Architect of Record Contract will be executed on a project by project basis.

The Services may be separated into three parts as follows:

1. **Part 1: Planning / Building Assessment / Concept and Scope Development.** The Architect shall create a concept design and narrative-based work product containing sufficient detail to allow the PBC's cost estimator to provide a cost estimate. This product shall also contain information provided by landscape, structural, mechanical, electrical, plumbing, fire protection engineers, as necessary. The following steps may be necessary in order to provide this deliverable; 1. Site visits and review of as-built drawings, 2. Building assessments including, but not limited to, architectural, landscape, structural, mechanical, electrical, plumbing, life safety and civil disciplines, 3. Meeting with User Agency representatives, and 4. Meetings with City Agencies, as necessary, including Bureau of Fire Prevention, MOPD, and others. The Deliverables (and any other work product) of each of the phases must be approved by the Authorized Commission Representative in writing before commencement of the subsequent or dependent phase.
2. **Part 2: Contract Documents Development** divided into (4) phases: Schematic Design Phase; Design Development Phase; Construction Documents Phase; and Bidding Phase. The Deliverables (and any other work product) of each of the phases must be approved by the Authorized Commission Representative in writing before commencement of the subsequent or dependent phase.

3. **Part 3: Construction Administration and Project Close-Out** divided into (2) phases 1. Construction Administration Phase and 2. Project Close Out Phase. The Deliverables (and any other work product) of each of the phases must be approved by the Authorized Commission Representative in writing before commencement of the subsequent or dependent phase.

Prior to solicitation for each potential project, a project specific Architect of Record Professional Services Agreement will be issued to the candidate for review.

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## SECTION IV INSTRUCTIONS TO RESPONDENTS

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### 4.1: Submittal of Qualifications

Hard copies of the Request for Letters of Interest and 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>.

Responses will be received by the PBC at the address shown in the LIQ 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 LIQ 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 receipt.

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

Submit one (1) bound original, one (1) unbound paper copy, and two (2) electronic copies (flash drive only).

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

Public Building Commission of Chicago  
Re: PS2015– Letters of Interest and Qualifications for Architect of Record Services  
Richard J. Daley Center, Room 200  
50 W. Washington Street  
Chicago, Illinois 60602  
Attention: James L. Borkman – Director of Procurement

### 4.2: 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.

### 4.3: 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 LIQ to be rejected by the PBC. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

#### **4.4: Minority and Women-Owned Business Enterprises**

The PBC affirmative action requirements are set forth with particularity in Attachment B, "Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises".

#### **4.5: 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.

#### **4.6: Insurance Requirements and Indemnification**

Respondents will be required to provide written evidence of their current maximum insurance coverages.

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## SECTION V SUBMISSION REQUIREMENTS

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### 5.1: Submittal Requirements

Submittals shall be bound 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 6.2. Expensive papers and bindings are discouraged since no materials will be returned. Electronic copies should be condensed into a single pdf, where possible.

### 5.2: Submittal Content

The following documents and responses shall be included in the submission and tabbed as such in the order given below.

#### **TAB 1: Letter of Interest**

An individual authorized to legally bind the Respondent must sign the Cover Letter of Interest. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Submittal unless the Respondent designates another person in writing.

The Cover Letter of Interest must identify:

1. Respondent's Company Name, regional office's mailing address (if applicable), e-mail address, fax number, telephone number and web site address.
2. Respondent's interest to provide Architect of Record services for future PBC projects.
3. The Respondent's MBE and WBE status.
4. Respondent must acknowledge any addenda issued and posted to the following website link [www.pbcchicago.com](http://www.pbcchicago.com).

**TAB 2: Table of Contents:** The Respondent shall include a table of contents in its Submission. Submissions must be page numbered sequentially from front to back.

#### **TAB 3: Executive Summary**

The Executive Summary shall include:

1. A clear description of the firm philosophy, which may additionally include firm history, and achievements.
2. Organization brief and or chart clearly indicating:
  - a. The manner in which the entire firm is structured.
  - b. Firm name, subsidiaries, and/or satellite office locations, organization by market or services, and key executive, design and technical leadership must be indicated including their professional licensure, LEED and other accreditation and certifications.
  - c. Provide number of staff and licensed professionals (including type of licenses) in the Regional Office
3. Business and professional licenses that are required by law.
4. Accreditations or memberships in professional organizations and/or regulatory organizations, which are standard for the services to be provided.

#### **TAB 4: Firm - Market / Project Experience.**

The Respondents are requested to supply firm experience that demonstrates the quality, breadth and depth of experience and past performance in the market categories listed below. When possible, Respondents are strongly encouraged to demonstrate experience that correlates with the experience of Regional Key Staff included in this LIQ. Any additional market and project experience of Regional Key Staff while employed elsewhere must be included in Tab 5.

Include citations of specific projects for which the Respondent has completed both design and or construction administration services that are relevant to the categories listed below. To demonstrate breadth of experience, Respondents are encouraged to demonstrate experience in new construction, additions, renovations and asset improvements whenever possible. All examples included must be no more than 12 years old. To demonstrate depth of experience, there is no limit to the citations for each market category. However, to save printing costs, respondents may self-limit printed citations and reference additional citations included in the electronic submission.

1. Education - Pre-K through Grade 12
2. Higher Education
3. Libraries
4. Park and Recreation Facilities
5. Municipal Facilities (Including but not limited to Police and Fire Stations)
6. Other (This section is optional and provides opportunity for Respondents to demonstrate other markets of experience.) (Print Limit is four (4) projects).

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.

#### **TAB 5: Regional Key Staff – Market / Project Experience**

Exhibit 1 – Firm and Regional Key Staff Market / Project Experience Matrix (sample attached) must be completed and included at the front of the section indicating in graphic form all key team members and their relevant market and project experience.

Provide current resumes for regional key staff most likely to be assigned to PBC projects based on market and project experience. Provide five or more years of employment history for each of the proposed key staff positions. Resumes shall indicate the experience and quality of past performance of team members. For business and professional licenses and memberships, provide evidence that such licenses and memberships are current and in good standing.

For purposes of this LIQ, Regional Key Staff are defined as follows:

1. Corporate or Principal Executive(s)
2. Market Leader(s) or Executive(s)
3. Design Lead(s)
4. Project Manager(s)

5. Technical Manager(s)
  - a. Sustainability Lead(s)
  - b. Technical Lead(s)
  - c. Quality Control / Quality Assurance Lead(s)

Please note that key team members should be current employees of the Respondent team.

Key staff resumes must be limited to two (2) pages and include name, number of years with current employer, number of years of total professional experience, as well as relevant education, certifications and licensing.

**TAB 6: Capacity and History in meeting MBE/WBE Goals and Respondent MBE/WBE Certification**

Respondents wanting recognition on file as MBE/WBE certified must provide a current copy of its certification from either the City of Chicago or Cook County. No other certifying bodies shall be acknowledged for the purpose of MBE/WBE Certification.

Respondents are requested to provide commitment and/or demonstrate a history of delivering professional services in compliance or exceeding client MBE/WBE goals and delivering professional services with teams that reflect the community for which a project was completed. The PBC has established aspirational goals of 24%MBE and 4%WBE participation for professional service agreements. The PBC's professional service providers routinely exceed the aspirational goals.

**TAB 7: Insurance Requirements**

Respondents must provide a current Certificate of Insurance evidencing maximum coverages.

**TAB 8: References**

Respondents are asked to provide 6 (six) client references in the form of letters or, alternatively, by completing the attached reference forms. Please supplement existing letters on file with information required on the Reference forms.

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## **SECTION VI EVALUATION CRITERIA**

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### **6.1: Evaluation Process**

- A. The Public Building Commission of Chicago (PBC) representatives will review letters of interest and qualifications for general compliance to the LIQ request. PBC representatives may also request additional documentation in order to seek clarification of the submittal, and/or request one or more meetings with respondents in order to clarify respondents' qualifications and capabilities for any upcoming Project.
- B. Respondent's having an interest in being considered for future PBC projects are encouraged to respond. Inclusion in the AOR database is not solely determined by the extent of experience requested in this document.
- C. After receipt of the LIQ, the PBC representatives will compile the information and enroll the AOR submittal into the AOR Database. The PBC will notify the AOR in a letter when their LIQ is enrolled into the AOR Database
- D. Enrollment in the Database is the Commission's recognition of receipt of your firm's interest in performing AOR Services for the Commission. Enrollment in the Database does not indicate a determination of your firm's experience and/or qualifications and does not guarantee your firm will receive a design project from the PBC.
- E. The PBC 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 or in the interest of the public.
- F. The PBC reserves the right to cancel this request process whenever the best interest of the PBC or the public is served. The PBC shall not be liable for costs incurred by respondents associated with this request process, including but not limited to, any and all costs of preparing the Request for Letters of Interest and Qualifications and participation in any conferences, presentations or negotiations.

### **6.2 Appointment for Future Work**

- A. When the PBC determines, in accordance with its published AOR Appointment Policy, that an AOR will be selected from the AOR Database, LIQ's will be examined to determine which of the enrolled firms may be a good fit for the project(s).

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## SECTION VII BUSINESS REFERENCES

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Provide at least 6 business references. References from public clients preferred.

REFERENCE 1	
<b>Client Name</b>	
<b>Contact Name</b>	
<b>Contact Phone</b>	
<b>Contact Address</b>	
<b>Contact Email</b>	
<b>Project Description</b>	
REFERENCE 2	
<b>Client Name</b>	
<b>Contact Name</b>	
<b>Contact Phone</b>	
<b>Contact Address</b>	
<b>Contact Email</b>	
<b>Project Description</b>	
REFERENCE 3	
<b>Client Name</b>	
<b>Contact Name</b>	
<b>Contact Phone</b>	
<b>Contact Address</b>	
<b>Contact Email</b>	
<b>Project Description</b>	

REFERENCE 4	
Client Name	
Contact Name	
Contact Phone	
Contact Address	
Contact Email	
Project Description	
REFERENCE 5	
Client Name	
Contact Name	
Contact Phone	
Contact Address	
Contact Email	
Project Description	
REFERENCE 6	
Client Name	
Contact Name	
Contact Phone	
Contact Address	
Contact Email	
Project Description	

## ATTACHMENT A LEGAL ACTIONS

If the answer to any of the questions below is **YES**, you must provide a type-written, brief description, and/or explanation on a separate sheet following this page. Each question must be answered.

QUESTION	YES	NO
Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed.		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
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?	<input type="checkbox"/>	<input type="checkbox"/>
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	<input type="checkbox"/>	<input type="checkbox"/>
Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations (including but not limited to MBE, WBE, EEOC violations)?	<input type="checkbox"/>	<input type="checkbox"/>
Has the firm or venture ever failed to complete any work awarded to it?	<input type="checkbox"/>	<input type="checkbox"/>

## ATTACHMENT B

# SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

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### 1. Policy Statement

- a. It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of Contracts, to prohibit discrimination in the award of or participation in Contracts, and to abolish arbitrary barriers to full participation in Contracts by all persons, regardless of race, sex or ethnicity. Therefore, during the performance of this Contract, the Consultant 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 Consultant 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 Consultant 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 MBEs and 5% of the annual dollar value of all Commission Construction Contracts to WBEs.
- b. Further, the Consultant must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value by 10% of the initial Contract value or \$50,000, whichever is less. 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 Consultant or such other remedy, as the Commission deems appropriate.

### 3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
  - i. “Certified Minority Business Enterprise” means a person or entity granted certification by the City of Chicago or County of Cook.
  - ii. “Certified Women’s Business Enterprise” means a person or entity granted certification by the City of Chicago or County of Cook.
  - iii. “Professional Service Contract” means a contract for professional services of any type.
  - iv. “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.
  - v. “Consultant” means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.
  - vi. “Executive Director” means the Executive Director of the Commission or his duly designated representative as appointed in writing.



- vii. "Good faith efforts" means actions undertaken by a Consultant 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.
- viii. "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.
- ix. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

#### 4. Determining MBE/WBE Utilization

- 5. 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 Consultant employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same subconsultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which subconsultant may be counted toward only one of the goals, not toward both.
  - c. A Consultant may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible Joint Venture equal to the percentage of the ownership and control of the MBE or WBE partner in the Joint Venture. A Joint Venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A Joint Venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the Joint Venture:
    - i. Shares in the ownership, control, management responsibilities, risks and profits of the Joint Venture; and
    - ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
  - d. A Consultant 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 Consultant 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 Consultant 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 Consultant may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process. Expenditures to suppliers will only be counted if the supplies are sold to the Consultant or subconsultant that installs those supplies in the Work.

## 6. Submission of Bid Proposals

- a. The following schedules and documents constitute the Bidder's MBE/WBE compliance proposal and must be submitted at the time of the bid or proposal or within such extended period as provided in Article 23.
  - i. 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 the County of Cook must be submitted.
  - ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Bidder's MBE/WBE compliance proposal includes participation of any MBE or WBE as a Joint Venture participant, the Bidder must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the Joint Venture agreement proposed among the parties. The Schedule B and the Joint Venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.
  - iii. Schedule C: Letter of Intent to Perform as a Subconsultant, Subconsultant, or Material Supplier, Schedule C, executed by the MBE/WBE firm (or Joint Venture Subconsultant) must be submitted by the Bidder for each MBE/WBE included on the Schedule D. Schedule C must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and prices to be paid.
  - iv. Schedule D: Affidavit of Prime Consultant Regarding MBE or WBE Utilization. A completed Schedule D committing to the utilization of each listed MBE or WBE firm. Unless the Bidder has submitted a completed request for a waiver of participation by MBE/WBE firms (See Request for Waiver procedures in Section 23.01.10), the Bidder must include the specific dollar amount of participation of each MBE/WBE firm listed on its Schedule D. The total dollar commitment to proposed MBE firms must at least equal the MBE goal, and the total dollar commitment to proposed WBE firms must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of MBE or WBE utilization as percentages of their total base bid.
- b. The submittals must have all blank spaces on the Schedule pages applicable to the contract correctly filled in. Agreements between a Bidder and a MBE/WBE in which the MBE/WBE promises not to provide subcontracting quotations to other Bidders are prohibited.

## 7. Evaluation of Compliance Proposals

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

- b. If the Commission's review of a Bidder's proposal concludes that the MBE or WBE proposal was deficient, the Commission will promptly notify the Bidder of the apparent deficiency and instruct the Bidder 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 Bidder's proposal as non-responsive.
- c. Bidders will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE subconsultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Bidder's MBE/WBE compliance proposal with the bid. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 23.01 should be followed.
- d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials, equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subconsultant that the supplies will be purchased by.

#### 8. Request for Waiver

- a. If a Bidder is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the bid or proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Bidder'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:
  - i. Attendance at the Pre-bid conference;
  - ii. The Bidder's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
  - iii. Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-bids;
  - iv. Timely notification of specific sub-bids to minority and woman Consultant assistance agencies and associations;
  - v. Description of direct negotiations with MBE and WBE firms for specific sub-bids, including:
    - a. The name, address and telephone number of MBE and WBE firms contacted;
    - b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
    - c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
  - vi. 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.

- vii. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion.
  - viii. Efforts made by the Bidder to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
  - ix. 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 Bidder, may grant a waiver request upon the determination that:
- i. Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Bidder;
  - ii. 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.

#### 9. Failure To Achieve Goals

- a. If the Consultant 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 Consultant has made such good faith efforts, the performance of other Consultants in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Consultant's efforts to do the following:
- i. 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.
  - ii. Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  - iii. Negotiating in good faith with interested MBEs or WBEs that have submitted bids. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Consultant's failure to meet the goals, as long as such costs are reasonable.
  - iv. Not rejecting MBEs or WBEs as being unqualified without sound reasons based on the thorough investigation of 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 bids to meet the goals.
  - v. Making a portion of the work available to MBE or WBE subconsultants and suppliers and to select those portions of the work or material consistent with the available MBE or WBE subconsultants and suppliers, so as to facilitate meeting the goals.

- vi. Making good faith efforts despite the ability or desire of a Consultant to perform the work of a contract with its own organization. A Consultant that desires to self-perform the work of a contract must demonstrate good faith efforts unless the goals have been met.
  - vii. Selecting portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation even when the Contract might otherwise prefer to perform these items with its own forces.
  - viii. Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the Commission or Consultant.
  - ix. Making efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in a mentor-protégée program; and
  - x. Effectively using the services of the Commission; minority or women community organizations; minority or women Consultants' 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 determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

#### 10. Reporting and Record-Keeping Requirements

- a. The Consultant, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Consultant's bid proposal and MBE/WBE assurances, and submit to the Commission a copy of the MBE and WBE subcontracts or purchase orders, each showing acceptance of the subcontract or purchase order by the MBE and WBE firms. During the performance of the contract, the Consultant will submit waivers of lien from MBE and WBE subconsultants and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date. The Consultant 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 Payment Estimate, which reflects the current status of cumulative and projected payments to MBE and WBE firms.
- b. The Consultant 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 Consultant's compliance with its MBE and WBE commitments and the status of any MBE or WBE firm performing any portion of the contract.

#### 11. Disqualification of MBE or WBE

- a. The Contract may be terminated by the Executive Director upon the disqualification of the Consultant as an MBE or WBE if the Consultant's status as an MBE or WBE was a factor in the award and such status was misrepresented by the Consultant.

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

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

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant'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 Consultant 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.

## 13. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Consultant 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 Consultant 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 Consultant 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:

- i. The Consultant 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.
- ii. The Consultant'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 subconsultant to honor the bid or 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 subconsultant to meet insurance, licensing or bonding requirements; g) the subconsultant's withdrawal of its bid or proposal; or h) decertification of the subconsultant as MBE or WBE.

The Consultant'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 Consultant; 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.

- iii. The Consultant'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.

- iv. 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.
  - v. 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 Consultant when a substitution of subconsultants becomes necessary for the Consultant 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 Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

#### 14. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Consultant if the Consultant 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 Consultant'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 Consultant 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 Consultant from entering into future contracts with the Commission.

#### 15. Severability

- a. 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.

## ATTACHMENT C DISCLOSURE ACTIVITY

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Any firm proposing to conduct any business transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

The undersigned \_\_\_\_\_, as \_\_\_\_\_  
Name Title

and on behalf of \_\_\_\_\_

("Bidder/Proposer/Respondent or Contractor") having been duly sworn under oath certifies the following:

1. Name of Firm: \_\_\_\_\_

2. Address: \_\_\_\_\_

3. Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

4. FEIN: \_\_\_\_\_ SSN: \_\_\_\_\_

5. Nature of transaction (check the appropriate box):

- Sale or purchase of land
- Construction Contract
- Professional Services Agreement
- Other \_\_\_\_\_

6. Disclosure of Ownership Interests

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

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation         | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Not-for-profit Corporation    |
| <input type="checkbox"/> Joint Venture       | <input type="checkbox"/> Other: _____                  |



**CORPORATIONS AND LLC'S**

1. State of Incorporation or organization: \_\_\_\_\_

2. Authorized to conduct business in the State of Illinois:  Yes  No

3. Identify the names of all officers and directors of the business entity (attach list if necessary).

Name	Title

4. Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity (attach list if necessary).

Name	Address	Ownership Interest Percentage

5. LLC's ONLY, indicate management type and name:

Member-managed

Manager-managed

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

6. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?

Yes

No

If "yes" provide the above information, as applicable, for each such corporation or entity such that any person with a beneficial ownership interest of 7.5% or more in the corporation contracting in the PBC is disclosed. For example, if Corporation B owns 15% of Corporation A, and Corporation A is contracting with the PBC, then Corporation B must complete a Disclosure Affidavit. If Corporation B is owned by Corporations C and D, each of which owns 50% of Corporation B, then both Corporations C and D must complete Disclosure Affidavits.

**PARTNERSHIPS**

1. If the bidder/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	Ownership Interest Percentage

**SOLE PROPRIETORSHIP**

1. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:  Yes  No

If the answer to the previous question is no, complete items 2 and 3 of this section.

2. 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)

3. 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	Address

## **CONTRACTOR CERTIFICATION**

### **A. CONTRACTORS**

1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "Office of the Inspector General" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.
5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
- d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

## B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document of or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontract if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontract as required by this certification.

## C. STATE TAX DELINQUENCIES

1. The Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
2. Alternatively, the Contractor has entered into an agreement with the Illinois Department of Revenue for the payment of all such taxes that are due and is in compliance with such agreement.
3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

#### D. OTHER TAXES/FEES

1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages if necessary).

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

#### E. PUNISHMENT

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

#### F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

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

### **CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

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

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages if necessary):

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

- B. Without the prior written consent of the Public Building Commission of Chicago, Contractor will not employ any subcontractor in connection with the contract or proposal to which this Affidavit pertains without obtaining from such subcontractor a certification similar in form and substance to the certification contained in Paragraph A of this Section III prior to such subcontractor's performance of any work or services or furnishing any goods, supplies or materials of any kind under the proposal or the contract to which this Affidavit pertains.
- C. Until completion of the Contractor's performance under the proposal or contract to which this Affidavit pertains, the Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

### **INCORPORATION INTO CONTRACT AND COMPLIANCE**

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

**VERIFICATION**

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

The Contractor must report any change in any of the facts stated in this Affidavit to the Public Building Commission of Chicago within 14 days of the effective date of such change by completing and submitting a new Disclosure Affidavit. Failure to comply with this requirement is grounds for your firm to be deemed non-qualified to do business with the PBCC. Deliver any such new Disclosure Affidavit to: Public Building Commission of Chicago, Director of Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Name of Authorized Officer (Print or Type)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone Number

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

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

Signed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by

\_\_\_\_\_ (Name) as \_\_\_\_\_ (Title) of

\_\_\_\_\_ (Bidder/Proposer/Respondent or Contractor)

\_\_\_\_\_  
Notary Public Signature and Seal

EXHIBIT 1  
 Firm and Regional Key Staff  
 Market / Project Experience Matrix

Market Category	Project Name	Client Name	Project Type				Construction Cost	Square Footage (If Applicable)	Date Completed	Regional Key Staff Involved								Project Citation Included in this LIQ		
			New Construction	Additions	Renovations	Assets Repairs				Corporation/Firm	Name and Current Title	Name and Current Title	Name and Current Title	Name and Current Title	Name and Current Title	Name and Current Title	Name and Current Title	Expand as required	Print	Electronically
Pre-K-12	School X	Client X	x		x		\$123,456,789	GSF	March-14	x									x	x
Higher Ed	College X	Client X		x			\$123,456,789	GSF	November-00	x				x						x
Libraries	Library X	Client X				x	\$123,456,789	GSF	December-98	x	x	x		x					x	
Parks & Rec.	Field House X	Client X		x			\$123,456,789	GSF					x	x					x	
Municipal	Police Station X	Client X			x		\$123,456,789	GSF			x			x	x				x	x
Other	Project X	Client X				x	\$123,456,789	GSF					x				x		x	x

