

PUBLIC BUILDING COMMISSION OF CHICAGO

Request for Proposal for Job Order Contracting (JOC) Services

PS3093

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

Mayor Brandon Johnson
Chairman

Ray Giderof
Executive Director

CONTACT INFORMATION

FIRM NAME:	
CONTACT NAME:	
CONTACT TELEPHONE:	
CONTACT EMAIL:	
ADDRESS:	

TABLE OF CONTENTS

SECTION I. INTRODUCTION.....3

SECTION II. KEY INFORMATION.....4

SECTION III. PROJECT SUMMARY.....12

SECTION IV. EVALUATION CRITERIA.....13

SECTION V. SUBMISSION REQUIREMENTS17

FORM A. TECHNICAL COMPETENCE AND PAST PERFORMANCE21

FORM B. KEY PERSONNEL24

FORM C. DISCLOSURE AFFIDAVIT27

FORM D. LEGAL ACTIONS.....34

FORM E. MBE/WBE, EEO, CRO, AND CH PARTICIPATION36

FORM F. SAFETY39

FORM G. REFERENCES43

FORM H. CONTRACTOR’S PROPOSAL44

FORM I. PROPOSED ADJUSTMENT FACTORS47

FORM J. AWARD CRITERIA FIGURE51

FORM K. ACCEPTANCE52

FORM L. AFFIDAVIT OF NON-COLLUSION53

FORM M. JOINT VENTURE AFFIDAVIT56

EXHIBIT A. INSURANCE REQUIREMENTS60

EXHIBIT B. SCHEDULE C – LETTER OF INTENT62

EXHIBIT C. SCHEDULE D – AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION64

EXHIBIT D. SCHEDULE E – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION65

EXHIBIT E. DISCLOSURE OF RETAINED PARTIES67

EXHIBIT F. PERFORMANCE AND PAYMENT BOND.....70

EXHIBIT G. BOND APPROVAL.....71

EXHIBIT H. COOK COUNTY PREVAILING WAGE RATES81

EXHIBIT I. PROJECT COMMUNITY AREA MAP.....82

EXHIBIT J. CURRENT ASSIST AGENCIES.....83

EXHIBIT K. PROJECT LABOR AGREEMENT.....72

SECTION I – INTRODUCTION

A. INTRODUCTION

The Public Building Commission of Chicago (“Commission” or “PBC”) has enhanced education, safety, and recreation across the region by building or renovating hundreds of schools, city colleges, libraries, parks, fire houses, police stations and other public facilities. PBC User Agencies include the City of Chicago, Cook County, Chicago Public Library, Chicago Public Schools, Chicago Park District, City Colleges of Chicago and other municipalities. Beginning with land acquisition, the PBC's professional staff may manage each project through planning, financing, site preparation and remediation, design, construction and furnishing, functioning as a single point of responsibility for "turn-key" development.

The Commission, through this Request for Proposals (“RFP”), solicits General Contractors (including firms proposing to have a controlling interest in Joint Ventures) to perform construction work through the Job Order Contracting program.

The term “General Contractor” means any person who, as an investment or for compensation or with the intent to sell or to lease, (i) arranges or submits a bid or offers to undertake or purports to have the capacity to undertake or undertakes, through himself or through others, to erect, construct, alter, repair, move, install, replace, convert, remodel, rehabilitate, modernize, improve or make additions to any building or to any appurtenance thereto attached to real estate and located on the same lot as the building, including, but not limited to, driveways, swimming pools, porches, decks, garages, fences, fallout shelters and other accessory objects or uses; and (ii) retains for himself control over the means, method and manner of accomplishing the desired result; and (iii) whose business operations, in whole or in part, require the hiring or supervision of one or more persons from any building trade or craft, including, but not limited to, plumbing, masonry, electrical, heating, air-conditioning or carpentry.

The PBC further defines “General Contractor” (the Contractor) as meaning the partnership, firm, corporation, joint venture or entity entering into the Contract with the Commission to perform the Work required by the Job Order Contracting Program.

The Commission may solicit Job Order proposals for various construction-related projects undertaken by the Commission on behalf of various User Agencies. Projects may consist of the construction and/or renovation of buildings and facilities to be used by various agencies in the furnishing of governmental, health, safety and welfare services. The range of projects that may be solicited include anywhere from major capital improvements to the remodel of a single existing bathroom, the addition of a fence on a property or general site work.

B. CONTRACT OVERVIEW

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the PBC or its User Agencies. The Contract Documents include a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices.

The Contractor will propose three (3) sets of Adjustment Factors to be applied to the Unit Prices contained in the Construction Task Catalog® that correspond to the appropriate Tier. Each set of Adjustment Factors includes an Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The Contractor will also bid an Adjustment Factor for performing Non Pre-priced Tasks.

Thereafter, as projects are identified the Contractor will jointly scope the work with the Commission. The Commission will prepare a Detailed Scope of Work and issue a Request for Job Order Proposal to the Contractor. The Contractor will then prepare a Job Order Proposal for the Project including a Job Order Price Proposal, drawings and sketches, a list of subcontractors and their M/WBE status, current certification letters, construction schedule, and other requested documentation.

If the Job Order Proposal is found to be complete and reasonable, a Job Order may be issued. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

SECTION II – KEY INFORMATION

The Public Building Commission of Chicago (Commission or PBC) has issued a Request for Proposals (RFP) for firms seeking to be selected to provide Job Order Contracting Services to the Commission. It is the intent of the Commission to award contract(s) to one (1) or more General Contractors in various Tiers.

Firms seeking to be awarded contracts for the Job Order Contracting program (Respondents) are required to submit evidence of successful previous experience, financial capability, and possession of requisite licensing/certifications and otherwise meet all qualification requirements as outlined herein.

A. SELECTION PROCESS

The Commission will award to General Contractors based on the following three (3) Tiers listed below.

Please indicate which Tier you are submitting for by marking 'X' in the box provided. Firms may check multiple boxes. Please note: PBC reserves the right to adjust Tier Levels after award.

- Tier 1 - For Projects Greater than \$1,000,000.01
- Tier 2 - For Projects Between \$300,000.01 and \$1,000,000.00
- Tier 3 - Projects Equal to or Less than \$300,000.00

B. CONTRACT TERM

The Base Term of the Contract is four (4) years.

There are two (2) Option Terms. The duration of each Option Term is one year. The Commission and the General Contractor may agree to extend the term of an Option Term.

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after any such period has expired. All terms and conditions of the Contract apply to, and are expressly incorporated into, each Job Order.

C. BASIS OF AWARD

Contracts will be awarded to those firms offering the best value to the PBC in terms of technical qualifications and price. The PBC reserves the right to award to other than the lowest price submittals and other weighted factors in the best interest of the PBC.

D. CONTRACT VALUE

The Estimated Annual Value for each Contract is \$6,000,000.00. The General Contractor may be issued Job Orders up to or exceeding the Estimated Annual Value during any year of the Contract. The General Contractor is not guaranteed to receive this volume, or ANY, Job Orders. It is merely an estimate. The PBC has no obligation to issue the General Contractor any Job Orders.

E. CONTRACTOR LICENSE FEE

The PBC selected The Gordian Group's (Gordian) Job Order Contracting (JOC) System for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® and Bid Safe® JOC Applications and Construction Task Catalog®, which shall be used by the Contractor to prepare and submit Job Order Proposals, subcontractor lists, and other requirements specified by the PBC. **The Contractor shall be required to execute Gordian's JOC System License and Fee Agreement, and pay a JOC System License Fee to obtain access to the Gordian JOC Solution.**

F. RESERVATIONS

The Commission's approval of a firm pursuant to this RFP does not mean that the Commission approves the firm as qualified to perform a specific project. At the full discretion of the Commission, the Commission holds the following reservations.

The right to:

- request any additional, relevant information determined to be necessary for the proper evaluation of a submission,
- review a firm's qualifications to perform a specific project at the time of the Job Order Request,
- reject a firm's proposal if the Commission determines that the firm is not qualified to perform the project,
- require project-specific MBE/WBE Participation Goals, EEO, and Community Hiring provisions;
- negotiate Proposed Adjustment Factors;

SECTION II – KEY INFORMATION

- request Job Order Proposals from all Tiers, a specific Tier, or a subset of each Tier; and,
- utilize Bid Safe in the issuance of Job Order

G. KEY INFORMATION

- 1) **Respondent Contact with PBC:** The PBC has selected the Contract Officer, Patricia Montenegro, as the *sole point of contact* regarding this solicitation. **From the date of issuance through determination of award, Respondent's communication with the PBC concerning this RFP must be exclusively with:**

Patricia Montenegro, Contract Officer
Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, Illinois 60602
patricia.montenegro@cityofchicago.org

- 2) **Submission Deadline and Procurement Timetable:** The following dates are set forth for informational and planning purposes; however, the PBC reserves the right to change the dates.

- Issue RFP November 5, 2024
- Pre-Submission Conference November 18, 2024 at 11:00AM Central Time
- Questions Deadline December 3, 2024 at 4:30PM Central Time
- Submission Deadline December 10, 2024 by 4:00 PM Central Time

- 3) **Virtual Pre-Submission Conference:** The PBC will be hosting a Pre-submission Conference to provide an overview of the Job Order Contracting procurement system, detailed information regarding this Request for Proposal, and the RFP submission requirements. Attendance at the Pre-submission Conference is not mandatory and will not preclude your firm from submitting a response to this RFP.

Virtual Meeting Link: [JOC Pre-Submission Conference](#)

Meeting Phone Number: 312-626-6799

Meeting ID: 810 6394 8860

Meeting Passcode: None required

- 4) **Project Community Area Map:** For purposes of the community hiring requirement, "Project Community Residents" shall mean persons domiciled within the Project Community Areas as designated in the Job Order. Refer to sample "Exhibit I - Project Community Area Map".

- 5) **Requests for Information:** send to Public Building Commission of Chicago, Attn: Patricia Montenegro, Contract Officer by email: patricia.montenegro@cityofchicago.org.

- 6) **Availability of Documents related to this solicitation:** <http://www.pbcchicago.com/opportunities/rfp-job-order-contracting-services/>

- 7) **Submissions:**

Submit one (1) electronic copy of your submission in PDF format to the attention of Patricia Montenegro, Contract Officer, via email at: patricia.montenegro@cityofchicago.org. Please refer to Section V. for additional submission requirements.

If your firm is unable to comply with electronic submission requirements, please provide a request in writing to the Contract Officer seven (7) days before submission deadline. Please detail the reason(s) your firm is unable to provide an electronic response. The Commission reserves the right to request additional information. The Commission's decision to allow an alternate submission will be binding.

Submittals received prior to the Submission Deadline will be securely kept by the Commission.

- 8) **JOC Deposit**

The Proposal must be accompanied by a "JOC Deposit" in the amount set forth below to guarantee:

- a. Non-withdrawal of the Proposal after Submission Deadline.
- b. The furnishing of the Surety Letter and evidence of the required insurance coverage by the successful Respondent as required by the Contract Documents.

SECTION II – KEY INFORMATION

The guarantee shall be made by certified check or cashier's check payable to the order of the Public Building Commission of Chicago. No proposal will be considered unless it is accompanied by the required guarantee. Cash deposits will not be accepted.

The certified checks or cashier's checks of all Proposers will be returned as soon as practicable after award.

Amount of JOC Deposit by Tier:

Tier 1 - \$20,000.00

Tier 2 - \$10,000.00

Tier 3 - \$5,000.00

9) MBE/WBE Contract Goals:

Program-Wide aggregate MBE/WBE Participation Goal are listed below:

Tier 1 – 32% MBE/WBE

Tier 2 – 16% MBE/WBE

Tier 3 – 8% MBE/WBE

Contractor will be required to submit a MBE/WBE Participation Plan on all Job Orders, regardless of dollar value. Compliance goals will still be reviewed cumulatively. At the conclusion of the Term of this Agreement, all appropriate calculations for MBE, WBE, and EEO provisions will be made. The Commission expressly reserves the right to include project-specific MBE/WBE contract goal(s) to each Job Order based on scope, complexity, size, and location of project.

Please refer to Book 2, Article 23. MBE/WBE Special Conditions for further details.

10) Notice of Award Date: Notice of Award is anticipated to be issued on or before January 31, 2025.

11) Online Collaboration and Documentation Management System Requirements

The Contractor shall use PBC's designated On-line Collaboration and Document Management system to track the Work, manage the Project, and follow the Commission's procedures for electronic submission and receipt of documents as directed by the Commission Representative.

12) 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 Contractors associated with this procurement process.

13) False Statements: Any false statement(s) made by the Respondent(s) will void the response and eliminate the Respondent(s) from further consideration.

14) Debarment: Any firm debarred by City of Chicago, Sister Agencies, local, state or federal agencies shall have any award issued under this request, revoked.

15) Confidentiality: Respondent may designate those portions of the Submission, which contain proprietary data and that must remain confidential, as such. If a Respondent includes data that is not to be disclosed to the public for any purpose or used by the PBC except for evaluation purposes, the Respondent must:

- a. Mark the title page as follows: "This RFP includes proprietary data ("data") that may not be disclosed outside the PBC and may not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this Proposal. The data subject to this restriction are contained in sheets (insert page numbers or other identification)." The PBC, for purposes of this provision, will include any consultants assisting in the evaluation of Proposals. If, however, a contract is awarded to this Respondent as a result of or in connection with the submission of this data, the PBC has the right to duplicate, use, or disclose the data to the extent provided in the resulting contract.

This restriction does not limit the PBC's right to use information contained in the data if it is obtained from another source without restriction. All submissions are subject to the Freedom of Information Act.

- a. Mark each sheet or data to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this Proposal."

SECTION II – KEY INFORMATION

16) Liquidated Damages

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion of the Detailed Scope of Work within the Job Order Completion Time specified in the Job Order. The Contractor and the Commission understand and agree that the time for the completion of the Work described herein is reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the Commission, then the Contractor and its surety do hereby agree to pay to the Commission the amount of according to the following schedule per day for each day Milestones and Substantial Completion dates are not achieved, not as a penalty, but as liquidated damages for the breach of contract occurring each and every Day that the Contractor after the time stipulated in the Job Order for completing the Work.

JOB ORDER PRICE	LIQUIDATED DAMAGES PER DAY
Greater than \$1,000,000.00	\$1,500 / Day
\$300,000.01 to \$1,000,000.00	\$1,200 / Day
\$0 TO \$300,000.00	\$1,000 / Day

The Commission may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work on each Job Order and submission of the Contractor's final pay request.

Substantial Completion of the Work is defined in Book 2, Section 1.01.33.

These Liquidated Damages are subject to revision PER PROJECT at the sole discretion of the Public Building Commission.

17) Prevailing Wage Rates

Not less than the prevailing rate of wages as determined by the Illinois Department of Labor shall be paid to all laborers, workers and mechanics performing work under this contract. Prevailing wage rates in effect at the time of issuance of these Contract Documents are attached to Book 1 as Exhibit 1. One resource for determining the current prevailing wage rate is the Internet site www.state.il.us/agency/idol/CM/countym.htm maintained by the State of Illinois Department of Labor.

18) Interpretation of Addenda

The Commission will not furnish oral interpretations of Contract Documents, before or subsequent to the award of a contract. If an interpretation is desired by a prospective Respondent, the interpretation should be requested via email to the PBC, and addressed to the attention of: Patricia Montenegro, Contract Officer at: patricia.montenegro@cityofchicago.org.

Every interpretation or revision will be in the form of an addendum to the Contract Documents and, when issued, will be posted on PBC's website at www.pbcchicago.com. It shall be the Respondent's responsibility to inquire as to the addenda issued. All such addenda shall become part of the Contract and attached thereto. The Respondent's failure to acknowledge in writing any issued addenda on the Contractor's Proposal page (FORM H) may result in the Commission finding the proposal non-responsive and rejecting the proposal. The Commission shall not allow any Proposer to acknowledge any such addenda, in writing or orally, after Proposer has submitted its proposal to the Commission.

19) Proposer's Execution Of The Proposal, Proposed Adjustment Factors, Award Criteria Figure, And Acceptance

1. Proposals must be submitted with original signatures in the space provided on the appropriate FORM K – ACCEPTANCE. Proposals not properly signed shall be rejected.
2. If Respondent is a corporation, the President and Secretary must execute the Proposal. In the event that this Proposal is executed by other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for said corporation.
3. If Respondent is a partnership, all partners must execute the Proposal, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the Commission must be submitted.
4. If Respondent is a sole proprietorship, the sole proprietor must execute the Proposal.
5. A "Partnership," "Joint Venture," or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (1992).

SECTION II – KEY INFORMATION

20) Affidavit of Non-Collusion

Each Respondent shall fully execute an affidavit, in the form provided, to the effect that the Respondent has not colluded with any other person, firm, or corporation in regard to any Proposal submitted. Such affidavit shall be attached to Tab 14 (FORM L).

H. ANTICIPATED CONTRACTUAL OBLIGATIONS

Respondents should take into consideration key PBC contractual obligations (or requirements) to determine whether or not your firm would be capable of performing work for the PBC.

The information identified below is not intended to discourage potential Respondents in any way but only to inform of some of the preliminary contract requirements. The PBC is fully dedicated to working with General Contractors to ensure their compliance with meeting PBC contract requirements and ensuring successful completion of PBC projects.

Unless otherwise noted, all Respondents should adhere to the submission requirements following each item listed below. A Submission Checklist is provided further in this document to assist your firm in determining which form is applicable to your firm and required with your submission.

- 1) **MINORITY BUSINESS ENTERPRISE (MBE) / WOMEN BUSINESS ENTERPRISE (WBE) PARTICIPATION:** It is the PBC's policy to provide for maximum contracting opportunities for MBE/WBEs on all PBC projects. MBE/WBEs are encouraged to submit as General Contractors. The PBC accepts MBE/WBE certifications from City of Chicago and Cook County only. PBC's MBE/WBE Participation Goals for the PBC Job Order Program are as referenced in Section II.G.12 above.

For purposes of this RFP, all Respondents shall complete FORM E – MBE/WBE, EEO, CRO, AND CH PARTICIPATION Section II. MBE/WBE PARTICIPATION of which demonstrates commitment to meeting PBC's MBE/WBE Participation Goals.

- 2) **JOINT VENTURE PARTICIPATION: ONLY APPLICABLE TO FIRMS INTERESTED IN JOINT VENTURE PARTNERSHIPS:** The PBC accepts Joint Venture Partnerships. Joint Ventures of General Contractors with appropriate qualifications, financial capacity and combined construction experience and capacity are eligible to be considered for award.

A completed Disclosure Affidavit (FORM C) must be submitted for the joint venture entity; and Respondent must submit a copy of the entity's joint venture agreement which clearly identifies the resources, capabilities and capacity of each joint venture firm available to be allocated to the performance of the Contract.

The PBC also strongly encourages the participation of MBEs and WBEs as joint venture partners. Joint ventures of MBE/WBE contractors and non-MBE/WBE contractors are also invited to submit a Proposal in response to this RFP.

For purposes of this RFP, all Respondents must include with their submission, a copy of the entity's joint venture agreement as described above. Each Joint Venture partner will also be required to submit all applicable forms requested in this RFP.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION II – KEY INFORMATION

- 3) **EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS:** General Contractors will be required to comply with all laws with respect to the employment of labor and payment of local prevailing wage rates.

It is an unlawful employment practice for a General Contractor to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation or the terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, age, handicap, or national origin; or to limit, segregate, or classify employees or applicants for employment or otherwise; or to adversely affect such individual's status as an employee because of such individual's race, color, religion, sex, age, handicap, or national origin.

Please Note: The EEO goals calculation are found on FORM J – AWARD CRITERIA FIGURE and are set for the PBC Job Order Program as follows:

	Minority Journey Workers	Minority Apprentices	Minority Laborers	Female Journey Workers	Female Apprentices	Female Laborers
Tier 1	50%	10%	50%	1%	1%	1%
Tier 2	50%	10%	50%	1%	1%	1%
Tier 3	50%	10%	50%	1%	1%	1%

For purposes of this RFP, all Respondents shall complete FORM E – MBE/WBE, EEO, CRO, AND CH PARTICIPATION Section III. EEO REQUIREMENTS of which demonstrates commitment to meeting PBC's EEO requirements.

- 4) **LOCAL BUSINESS SUBCONTRACTING PARTICIPATION, CITY RESIDENCY AND COMMUNITY HIRING:** In order to ensure that local businesses that provide subcontracting work to General Contractors on Commission projects and residents of the project communities are provided with the opportunity to benefit from Commission contracts, the Commission requires the following:
- a. Local Subcontracting Requirement
 - i. General Contractors that are Local Businesses (as defined below) are required to award 25% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - ii. General Contractors that are not Local Businesses are required to award 35% of the Work under their contract with the Commission to subcontractors that are Local Businesses.
 - iii. A Local Business is one that: 1) owns or leases a functioning business office and/or operations facilities within the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 2) is registered and licensed to do business in the City of Chicago (for City-funded projects) or the County of Cook (for Non-City-funded projects); 3) employs City of Chicago residents (for City-funded projects) or Cook County residents (for Non-City-funded projects); and 4) is subject to City of Chicago taxes (for City-funded projects) or Cook County taxes (for Non-City-funded projects). In the event that the Commission performs a project for a unit of local government that operates in multiple municipalities, such as the Metropolitan Water Reclamation District, "Local Business" shall be defined in the solicitation documents for that project.
 - b. Community Hiring Requirement.* At least 7.5% of the project labor must be performed by "Project Community Residents" and included on a "Project Community Area Map". The aggregate hours of Work to be performed by the Contractor and Subcontractors under this Contract may be complied through residents who are trade or non-trade workers. These positions may include but are not limited to trade workers, field engineer, superintendent, project manager, security, data entry clerks, schedulers, traffic monitoring personnel, and site administrative support staff. The PBC reserves the right to require Community Hiring on project-specific Job Order Proposals.

SECTION II – KEY INFORMATION

- c. City of Chicago Residency Requirements.* The Contractor agrees to ensure that the aggregated hours of Work to be performed under this Contract will be performed such that at least 50% of the aggregated hours of Work is performed by City of Chicago Residents.

*These minimal percentage levels of City of Chicago Residents and Project Community Residents as laborers and skilled trade Workers are not to be understood as limiting or determining the fuller utilization of City of Chicago Residents and Project Community Residents beyond these numerical levels, but are intended instead as minimum requirements unless the Commission grants a waiver based upon demonstration by the Contractor of impracticability or excessive cost of complying with the specified percentages. A waiver or reduction will be considered if the Contractor has unsuccessfully solicited a sufficient number of City of Chicago Residents and Project Community Residents to perform the Work and has documented such effort to the satisfaction of the Commission. In addition, a Contractor seeking a waiver or reduction will provide timely notice of the need for qualified City of Chicago Residents and Project Community Residents to an appropriate source of referrals, in which the source is entitled to comment on any waiver or reduction application.

For purposes of this RFP, all Respondents shall complete FORM E – MBE/WBE, EEO, CRO, AND CH PARTICIPATION Section IV. LOCAL BUSINESS SUBCONTRACTING PARTICIPATION, CITY RESIDENCY AND COMMUNITY HIRING REQUIREMENTS of which demonstrates commitment to meeting PBC's Subcontracting, City Residency, and Community Hiring requirements.

- 5) **PAYMENT AND PERFORMANCE BOND:** A payment and performance bond will be required for each Job Order. The Contractor will be reimbursed for the cost of the Payment and Performance Bond(s) according to the reimbursable work task in the Construction Task Catalog®.

For purposes of this RFP, all Respondents must submit a letter from Respondent's Surety identifying the Respondent's current Bonding Capacity. The letter must include: 1) Your Bonding Capacity (single and aggregate amounts), 2) The current amount of bonding outstanding; and 3) how long the bonding company has been providing bonds.

- 6) **INSURANCE:** General Contractors must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified in this RFP, insuring all operations related to the Contract. The insurance must remain in effect for the duration of the Contract.

For purposes of this RFP, all Respondents must submit a sample Certificate of Insurance showcasing their current coverage limits. (Refer to EXHIBIT A – INSURANCE REQUIREMENTS)

- 7) **SAFETY PROGRAM MANUAL: (Applicable to Tier 1 & Tier 2 Respondents only)** Respondents should be able to demonstrate the quality of their overall safety program as evidenced by their history of citations, OSHA incident rate and Experience Modification Rate (EMR).

For purposes of this RFP, Tier 1 & Tier 2 Respondents must complete FORM F – SAFETY and submit a copy of the Table of Contents of the Safety Program Manual.

Note to Tier 1, 2, and 3 Respondents: PBC reserves the right to request Safety information during the solicitation of this RFP or prior to Job Order being issued under a resultant contract.

- 8) **QUALITY ASSURANCE AND QUALITY CONTROL PLAN (QA/QC): (Applicable to Tier 1 Respondents only)** Respondents should be able to demonstrate their experience with implementation of QA/QC processes.

For purposes of this RFP, Tier 3 Respondents must submit a copy of their Quality Assurance and Quality Control Plan.

Note to Tier 1, 2, and 3 Respondents: PBC reserves the right to request QA/QC information during the solicitation of this RFP or prior to Job Order being issued under a resultant contract.

- 9) **PROJECT SCHEDULING: (Applicable to Tier 1 Respondents only)** The PBC may require General Contractors to submit schedules electronically or utilize scheduling software for project management purposes.

For purposes of this RFP, Tier 3 Respondents must submit a sample of a project schedule.

Note to Tier 1, 2, and 3 Respondents: PBC reserves the right to request Project Scheduling information during the solicitation of this RFP or prior to Job Order being issued under a resultant contract.

SECTION II – KEY INFORMATION

- 10) **DISCLOSURE OF RETAINED PARTIES:** The Respondents to whom a Contract will be awarded shall submit a fully-executed Disclosure of Retained Parties pursuant to the instructions on the document within five (5) days of receipt of notice to provide such Disclosure.
- 11) **PROJECT LABOR AGREEMENT:** To the extent that the Contract involves a project that is subject to a Project Labor Agreement (PLA), Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA. Additionally, PBC may require General Contractor to submit evidence of signatory relationships with Labor Unions at time of Job Order Proposal. Evidence may include letter(s) of good standing or similar union benefits status documentation.

For purposes of this RFP, all Respondents must acknowledge understanding of Project Labor Agreement requirements where they may apply. (TAB 4)

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION III – PROJECT SUMMARY

A. DESCRIPTION OF GENERAL CONSTRUCTION WORK

The work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

This Contract is for construction work and related services to be performed on locations and facilities under the jurisdiction of the PBC or its User Agencies.

General Contractors awarded contracts for PBC's Job Order Contracting program will be responsible for providing all required labor and materials, equipment, supervision and administration necessary to complete the Detailed Scope of Work ("Work") described in each Job Order. The Work will be supervised and administered on behalf of PBC by the PBC'S authorized representative and such staff personnel as shall be determined by PBC in accordance with procedures established by the Commission.

Specific work for assigned projects may include, but shall not be limited to, the following:

1. Documenting project scopes, as required
2. Procuring all materials, equipment, labor and vendor services
3. Providing general conditions work
4. Conducting Scope Review
5. Completing the punch list corrective work and turnover requirements
6. Submitting samples, shop drawings and reports
7. Submitting RFI's
8. Processing Pay Applications
9. Processing Closeouts within four (4) months
10. Coordinating Pest Management
11. Procuring all permits, licenses and approvals
12. Providing warranties, testing and operations manuals
13. Removing environmental contaminants
14. Providing insurance and performance and payment bond
15. Complying with all directives and policies of the Commission
16. Participating in periodic project coordination meetings
17. Meeting with the representatives of the Commission and the User, as required
18. Preparing and submitting timely reports concerning the progress of work
19. Complying with MBE/WBE, City Residency, EEO, Community Hiring and other requirements
20. Maximizing hiring opportunities for community members

Work will be performed in compliance with all applicable rules, codes and regulations; will consist of the specific obligations described in the Job Order for each project; and shall be performed in accordance with commonly known CSI Divisions identified below.

DIVISION 01 00 00	GENERAL REQUIREMENTS	DIVISION 15 00 00	MECHANICAL
DIVISION 02 00 00	EXISTING CONDITIONS	DIVISION 16 00 00	ELECTRICAL
DIVISION 03 00 00	CONCRETE	DIVISION 21 00 00	FIRE SUPPRESSION
DIVISION 04 00 00	MASONRY	DIVISION 22 00 00	PLUMBING
DIVISION 05 00 00	METALS	DIVISION 23 00 00	HEATING, VENTILATING, AND AIR- CONDITIONING (HVAC)
DIVISION 06 00 00	WOOD, PLASTICS AND COMPOSITES	DIVISION 25 00 00	INTEGRATED AUTOMATION
DIVISION 07 00 00	THERMAL AND MOISTURE PROTECTION	DIVISION 26 00 00	ELECTRICAL
DIVISION 08 00 00	OPENINGS	DIVISION 27 00 00	COMMUNICATIONS
DIVISION 09 00 00	FINISHES	DIVISION 28 00 00	ELECTRONIC SAFETY AND SECURITY
DIVISION 10 00 00	SPECIALTIES	DIVISION 31 00 00	EARTHWORK
DIVISION 11 00 00	EQUIPMENT	DIVISION 32 00 00	EXTERIOR IMPROVEMENTS
DIVISION 12 00 00	FURNISHINGS	DIVISION 33 00 00	UTILITIES
DIVISION 13 00 00	SPECIAL CONSTRUCTION	DIVISION 40 00 00	PROCESS INTEGRATION
DIVISION 14 00 00	CONVEYING EQUIPMENT		

Care and diligence has been used in the preparation of this information and it is believed to be substantially correct. Respondents must fully examine the scope of services of each individual Job Order opportunity. The Commission and its representatives will not be responsible for any errors or omissions in this RFP, nor for the failure on the part of the Respondent(s) to familiarize themselves with the requirements of the Job Order.

SECTION IV – EVALUATION CRITERIA

A. EVALUATION PROCESS

An Evaluation Committee (EC) will review the Respondent's qualifications and price in accordance with submission requirements and evaluation criteria set forth in this document. The EC will render a recommendation for final determination and request approval from PBC Board of Commissioners to award contract(s) to one (1) or more Contractors.

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

B. EVALUATION CRITERIA

The PBC shall review and evaluate the submissions of each Respondent in accordance with the following criteria. The PBC will rely upon the General Contractor to verify that prospective vendor(s) and subcontractor(s) are appropriately licensed, insured and bonded and meet all other requirements specified by the construction contract pursuant to procedures and policies of the Commission. The Commission reserves the right to add, delete or modify any requirements at its discretion.

1) Technical Competence and Past Performance – WEIGHT 25%

Respondents should possess verifiable experience and demonstrate past performance in the construction and/or renovation of public or private construction projects comparable to those previously performed by PBC (refer to Section I. Introduction).

Respondents shall identify a minimum of three (3) projects performed within the last three (3) years. Projects submitted must have been performed within the last three (3) years (i.e. a final completion date on or after January 1, 2020), performed within your licensing capacity, performed locally, and demonstrate your firm's experience with the City of Chicago's permitting and inspection process. At a minimum, Respondents shall identify three (3) Projects within the following Tier dollar threshold as follows:

- a. For Tier 1 – Three (3) Projects whose final value is greater than \$1,000,000.01
- b. For Tier 2 – Three (3) Projects whose final value is between \$300,000.01 and \$1,000,000.00
- c. For Tier 3 – Three (3) Projects whose final value is between \$0 and \$300,000.00

Please include a description that fully showcases the breadth and depth of experience of different-sized projects within the dollar ranges specified above and with varying levels of complexity. Provide examples of logistically challenging renovations to existing schools, offices, libraries, or mechanical, electrical, plumbing, or fire protection (M/E/P/FP) tie-ins, asbestos abatement, conversion of existing spaces into other uses, or any other trade-specific or specialty-specific projects (such as fencing).

Examples of Past Performance should demonstrate work performed during compressed schedules or summer critical work and renovation of selected areas within an occupied building and site work improvements. In addition, scope may include coordination of multiple phases with other contractors on site. Demonstrate experience with phased construction.

It will be a plus for Respondents whose experience includes Projects completed through the Job Order Contracting process; however, Contractors are not required to possess Job Order Contracting experience in order to submit a response to this RFP.

Lastly, provide a narrative detailing 1) your general understanding of the JOC procurement system and the procedure for ordering work under the JOC Program 2) your approach to subcontracting vs performing the work with your own employees; 3) the type of work you intend to perform with your own employees; and 4) a list of employees and equipment demonstrating your capacity to perform the JOC services.

For purposes of this RFP, all Respondents must identify the minimum number of comparable projects within the dollar ranges specified above and completed within the last three years, as well as, complete FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE.

2) Qualifications and Relevant Experience of Key Personnel – WEIGHT 25%

Respondents should demonstrate they employ or have the capacity to employ adequately qualified and experienced Key Personnel (Project Manager, Superintendent, Scheduler, MEP/FP Coordinator, Quality Control Manager, Safety Manager and Sustainability Coordinator), as needed, to perform the Work. The level of Key Personnel required on a project may vary by Tier and/or the complexity of the Project.

SECTION IV – EVALUATION CRITERIA

For purposes of this RFP, all Respondents shall provide a narrative incorporating the requirements noted above and complete FORM B – KEY PERSONNEL. Submit resumes for each individual. Narrative should be limited to one (1) Page. Resumes shall be limited to two (2) pages.

3) Financial Capacity – WEIGHT 5%

Respondents should demonstrate they have the financial resources necessary to successfully deliver projects and pay sub-contractors as necessary.

Respondents shall furnish an audited financial statement including notes, such as, but not limited to, 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. If a joint venture, submit financial statements for the joint venture name and each joint venture partner. Independent accountant may provide a copy of a complete financial statement. All notes and schedules must be provided. 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's ability to provide the Services.

In the event Respondent does not have an audited financial statement, Respondent may submit a review or compilation prepared by an outside accountant with the notes. The PBC will consider other financial document (ie Tax Returns) in lieu of financial statements and/or review/compilation.

The Commission, reserves the right to request additional information from General Contractors.

For purposes of this RFP, all Respondents must provide documents as described above.

4) Price – WEIGHT 20%

The Contractor will propose (3) sets of Adjustment Factors to be applied to the Unit Prices contained in the Construction Task Catalog® that correspond to the appropriate Tier. Each set of Adjustment Factors includes an Adjustment Factor for performing work during Normal Working Hours and a second Adjustment Factor for performing work during Other Than Normal Working Hours. The Adjustment Factors shall apply to every Pre-priced Task in the Construction Task Catalog®. The Contractor will also propose an Adjustment Factor for performing Non Pre-priced Tasks.

When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. The Adjustment Factors are as follows:

- a. For Projects Greater than \$1,000,000.01, Normal Working Hours: Monday through Friday 6:00 am to 6:00 pm except holidays.
- b. For Projects Greater than and \$1,000,000.01, Other than Normal Working Hours: 6:01 pm to 5:59 am and all day Saturday, Sunday and holidays
- c. For Projects Between \$300,000.01 and \$1,000,000.00, Normal Working Hours: Monday through Friday 6:00 am to 6:00 pm except holidays.
- d. For Projects Between \$300,000.01 and \$1,000,000.00, Other than Normal Working Hours: 6:01 pm to 5:59 am and all day Saturday, Sunday and holidays
- e. For Projects Equal to or Less than \$300,000.00, Normal Working Hours: Monday through Friday 6:00 am to 6:00 pm except holidays.
- f. For Projects Equal to or Less than \$300,000.00, Other than Normal Working Hours: 6:01 pm to 5:59 am and all day Saturday, Sunday and holidays
- g. Non Pre-priced: For Non Pre-priced Work

The Adjustment Factors for Other than Normal Working Hours must be equal to or greater than the Adjustment Factor for Normal Working Hours. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

For evaluation purposes only, the following distributions shall be used to determine the Total Base Proposals. The Total Base Proposal will be used to calculate the Respondent's Award Criteria Figure.

SECTION IV – EVALUATION CRITERIA

ADJUSTMENT FACTOR	% WEIGHT DISTRIBUTION <i>(For Evaluation Purposes Only)</i>
For Projects Greater than \$1,000,000.01, Normal Working Hours	50%
For Projects Greater than and \$1,000,000.01, Other than Normal Working Hours	30%
For Projects Between \$300,000.01 and \$1,000,000.00, Normal Working Hours	50%
For Projects Between \$300,000.01 and \$1,000,000.00, Other than Normal Working Hours	30%
For Projects Equal to or Less than \$300,000.00, Normal Working Hours	50%
For Projects Equal to or Less than \$300,000.00, Other than Normal Working Hours	30%
Non Pre-priced: For Non Pre-priced Work	20%

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. The Adjustment Factors shall be an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices. Proposers who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their proposal will be rejected.

The Adjustment Factors for Normal Working Hours and Other than Normal Working Hours will be updated annually based on the ENR Construction Cost Index for the City of Chicago. The Non Pre-priced Adjustment Factor will remain fixed for the duration of the Contract and will not be updated at any time.

For purposes of this RFP, all Respondents must complete FORM I - PROPOSED ADJUSTMENT FACTORS.

5) MBE/WBE Past Participation – WEIGHT 20%

Respondent must identify and report compliance history for at least three (3) projects from the previous three (3) years.

Respondent must describe its commitment to achieve meaningful MBE and WBE participation as identified in this RFP.

If Respondent is seeking favorable consideration for including MBE/WBE participation through a joint venture or equity participant, submittal must include a completed Schedule B, and the corresponding Joint Venture Agreement.

For purposes of this RFP, all Respondents shall provide a narrative incorporating the requirements noted above and complete FORM E – MBE/WBE, EEO, CRO, AND CH PARTICIPATION and FORM M – JOINT VENTURE AFFIDAVIT (If applicable). If Joint Venture is a MBE or WBE, please include City of Chicago or Cook County certification letter.

6) References – WEIGHT 3%

Provide, at minimum, three (3) references of the Clients identified in Technical Competence and Past Performance. References cannot be current PBC employees.

For purposes of this RFP, all Respondents shall complete FORM G – REFERENCES. Duplicate FORM as necessary.

7) Responsiveness to the Solicitation – WEIGHT 2%

The PBC will review the quality, completeness, and comprehensiveness of response to this RFP and its compliance with each of the submittal requirements.

Respondents are to adhere to the Submission Requirements noted in this RFP.

C. OTHER CRITERIA

1) General Information

The following items are prerequisites the Commission requires of General Contractors in the performance of any work requested by the Commission. They are not weighted in the Evaluation Criterion; however, submission of these documents is required and will be considered when determining award.

a. Licensing

General Contractors should possess the licenses listed below and meet all license requirements in order to perform the type of work solicited by the PBC.

SECTION IV – EVALUATION CRITERIA

- a. State business license(s)
- b. City of Chicago business license
- c. General Contractor license, specific to your capacity

Should a firm's license change during the Procurement or during the performance of the JOC Services, it is the responsibility of the Respondent to submit proof of change to the Commission.

For purposes of the RFP, all Respondents must include copies of all current, applicable licenses. (TAB 4)

b. Affidavits, Certifications, and Other

General Contractors should include the following information with their submission.

- i. Disclosure Affidavit

For purposes of this RFP, all Respondents shall complete FORM C – DISCLOSURE AFFIDAVIT detailing history and ownership of the responding firm.

- ii. Legal Actions

Eligible Contractors must demonstrate a performance history without an indication of recurring defaults or terminations on projects, failures to complete projects on schedule, litigation history, including judgments and outstanding lawsuits, and violation of laws relevant to the evaluation of this criterion.

For purposes of this RFP, all Respondents shall complete FORM D – LEGAL ACTIONS demonstrating responding firm's performance history without recurring defaults or terminations on projects.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION V – SUBMISSION REQUIREMENTS

A. SUBMISSION REQUIREMENTS

These instructions describe the format and content of the submission and are designed to facilitate a fair and uniform review process. Failure to adhere to the submission format may affect evaluation and may result in disqualification of your submission. The PBC expressly reserves the right to reject or accept submissions at the discretion of the Commission.

1) Submission Format:

- a. Submissions must be a single, searchable PDF document with the exception of documents that are only available as a copy. (ie copies of licenses, certificates, and/or permits).
- b. Submissions must be assembled as outlined in *Section B. Organization of Response and Submission Checklist* below.
- c. Any additional attachments and/or narrative statements must be referenced in the Submission, included within their applicable sections, and have the following information noted on the attachment:

(Sample)

[YOUR COMPANY NAME]

Narrative Statement to FORM A – TECHNICAL COMPETANCE AND PAST PERFORMANCE

Page ___ of ___

- d. Please stamp or type your firm's name and letter of the classification you are seeking prequalification for on the lines provided in the bottom of each page of your submission.
- e. Submissions must be emailed to the attention of Patricia Montenegro, Contract Officer at: patricia.montenegro@cityofchicago.org.

Note: There is a file size limitation of 25MB. Should your submission exceed 25 MB, please provide access to your firm's submission via Dropbox or other secure program/link.

B. ORGANIZATION OF RESPONSE & SUBMISSION CHECKLIST

1) Cover Letter and Table of Contents (TAB 1)

Cover Letter: The Cover Letter must include a brief description of your firm's company history, experience, and number of years in business. The letter must include the Respondent's mailing address, e-mail address, fax number and telephone number. Respondent must also acknowledge any addenda issued and posted to the PBC website www.pbcchicago.com in the Cover Letter.

An individual authorized to legally bind the Respondent must sign the cover letter. The person who signs the cover letter will be considered the contact person for all matters pertaining to the Submission unless the Respondent designates another person in writing.

Any requests for confidential treatment of information must be included and the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The request must also contain the name, address, and telephone number of the individual authorized to respond to the Commission about the confidential nature of the information. For further instructions, please refer to Section II. (F)(19).

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

2) Evaluation Criteria: Technical Competence and Past Performance (TAB 2)

Complete FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE information as requested in Section IV.B.1 of this RFP.

3) Evaluation Criteria: Key Personnel (TAB 3)

Identify Key Personnel and complete FORM B – KEY PERSONNEL and provide information as requested in Section IV.B.2 of this RFP.

SECTION IV – EVALUATION CRITERIA

- 4) **Evaluation Criteria: Financial Capacity (Separately Attached File – Do not include in RFP Electronic Submission)**
Provide all financial capacity support documentation as requested in Section IV.B.3 of this RFP.
- 5) **Other Criteria: Licensing and General Information (TAB 4)**
Provide a copy of all current, applicable licenses. Provide Letter from Respondent's Surety. Provide acknowledgement and understanding of Project Labor Agreement requirements.
- 6) **Other Criteria: Affidavits (TAB 5)**
Complete FORM C – DISCLOSURE AFFIDAVIT.
- 7) **Other Criteria: Legal Actions (TAB 6)**
Complete FORM D – LEGAL ACTIONS and any additional information as requested in Section IV.C.1.B.2 of this RFP.
- 8) **MBE/WBE Participation (TAB 7)**
Complete FORM E – MBE/WBE, EEO, CRO, AND CH PARTICIPATION and FORM M JOINT VENTURE AFFIDAVIT, if applicable).
- 9) **Project Scheduling (TAB 8) – Applicable to Tier 1 Respondents Only**
Provide a sample of your firm's project schedule.
- 10) **Insurance Certificate (TAB 9)**
Provide a copy of Respondent's existing Certificate of Insurance as requested in Section II.H.6 of this RFP.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SECTION V – SUBMISSION REQUIREMENTS

11) Safety (TAB 10) – Applicable to Tier 1 Respondents Only

Complete FORM F – SAFETY and submit a copy of the Table of Content of your firm's Safety Manual as requested in Section II.G.8 of this RFP.

12) Quality Assurance/Quality Control (TAB 11) – Applicable to Tier 1 Respondents Only

Submit a copy of your firm's QA/QC Plan as requested in Section II.G.9 of this RFP.

13) References (TAB 12)

Complete FORM G – References.

14) Joint Venture Participation (TAB 13) – Applicable to Contractors who intend on submitting as Joint Venturers.

Complete FORM M – JOINT VENTURE AFFIDAVIT and submit a copy of the entity's joint venture agreement. If Joint Venture is a MBE or WBE, please include City of Chicago or Cook County certification letter.

NOTE: As described in Section II. Key Information, F. Anticipated Contractual Obligations, 2) Joint Venture Partnerships, each Joint Venture Partner will also be required to submit all applicable forms requested in this solicitation.

15) Price (TAB 14)

Complete FORM H – CONTRACTOR'S PROPOSAL

Complete FORM I – PROPOSED ADJUSTMENT FACTORS

Complete FORM J – AWARD CRITERIA FIGURE (DO NOT COMPLETE. SUBMIT AS IS)

Complete FORM K – ACCEPTANCE

Complete FORM L – AFFIDAVIT OF NON-COLLUSION

C. REJECTION OF SUBMISSIONS

Submissions that do not comply with the submission requirements of the RFP or that contain omissions, erasures, alterations 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.

D. OWNERSHIP OF SUBMISSION

The PBC owns all submitted materials. Submissions 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 submission. Such costs must not be included in the submission.

E. IMPROPER PRACTICES

The Respondent must not offer any gratuities, favors, or anything of monetary value to any member of the Board of Commissioners of the PBC, official, or employee of the PBC for the purpose of influencing consideration of the Submittal. The Respondent must 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 RFP to be rejected by the PBC. Notwithstanding the foregoing, this prohibition is not intended to preclude joint ventures, licenses or subcontracts.

F. COMPLIANCE WITH LAWS

The Selected Respondent(s) must comply with all laws, statutes, ordinances and regulations of any and all 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 V – SUBMISSION REQUIREMENTS

SUBMISSION CHECKLIST REFERENCE TABLE

As described in Section II. Key Information, the PBC will be awarding Contracts by Tiers. The table below has been created to help facilitate the submission process.

TAB 1

Cover Letter
Table of Contents

TAB 2

Evaluation Criteria:
Technical Competence and Past Performance - Form A

TAB 3

Evaluation Criteria:
Key Personnel - Form B

TAB 4

Other Criteria:
Licenses and General Information

TAB 5

Other Criteria:
Disclosure Affidavit - Form C

TAB 6

Other Criteria:
Legal Actions - Form D

TAB 7

MBE/WBE, EEO, Community Participation - Form E

TAB 8

Project Scheduling
(Applicable to Tier 1 Respondents only)

TAB 9

Insurance Certificate

TAB 10

Safety - Form F
(Applicable to Tier 1 Respondents only)

TAB 11

QA/QC Plan
(Applicable to Tier 1 Respondents only)

TAB 12

References - Form G

TAB 13

Form M – Joint Venture Affidavit , Joint Venture Agreement
(Applicable only to firms interested in submitting as a Joint Venture)

TAB 14

Form H – Contractor’s Proposal
Form I – Proposed Adjustment Factors
Form J– Award Criteria Figure (DO NOT COMPLETE. SUBMIT AS IS)
Form K – Acceptance
Form L – Affidavit of Non-Collusion

FINANCIAL STATEMENTS – Submit in a separately Sealed Envelope – Do not include in Electronic Submission

Evaluation Criteria: Financial Capacity

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

I. EVALUATION CRITERIA FOR TECHNICAL COMPETENCE AND PAST PERFORMANCE

Respondents should possess verifiable experience and demonstrate past performance in the construction and/or renovation of public or private construction projects comparable to those previously performed by PBC (refer to Section I. Introduction).

Respondents shall identify a minimum of three (3) projects performed within the last three (3) years. Projects submitted must have been performed within the last three (3) years (i.e. a final completion date on or after January 1, 2020), performed within your licensing capacity, performed locally, and demonstrate your firm's experience with the City of Chicago's permitting and inspection process. At a minimum, Respondents shall identify three (3) Projects within the following Tier dollar threshold as follows:

- a. For Tier 1 – Three (3) Projects whose final value is greater than \$1,000,000.01
- b. For Tier 2 – Three (3) Projects whose final value is between \$300,000.01 and \$1,000,000.00
- c. For Tier 3 – Three (3) Projects whose final value is between \$0 and \$300,000.00

Please include a description that fully showcases the breadth and depth of experience of different-sized projects within the dollar ranges specified above and with varying levels of complexity. Provide examples of logistically challenging renovations to existing schools, offices, libraries, or mechanical, electrical, plumbing, or fire protection (M/E/P/FP) tie-ins, asbestos abatement, conversion of existing spaces into other uses, or any other trade-specific or specialty-specific projects (such as fencing).

Examples of Past Performance should demonstrate work performed during compressed schedules or summer critical work and renovation of selected areas within an occupied building and site work improvements. In addition, scope may include coordination of multiple phases with other contractors on site. Demonstrate experience with phased construction.

It will be a plus for Respondents whose experience includes Projects completed through the Job Order Contracting process; however, Contractors are not required to possess Job Order Contracting experience in order to submit a response to this RFP.

Lastly, provide a narrative detailing 1) your general understanding of the JOC procurement system and the procedure for ordering work under the JOC Program 2) your approach to subcontracting vs performing the work with your own employees; 3) the type of work you intend to perform with your own employees; and 4) a list of employees and equipment demonstrating your capacity to perform the JOC services.

For purposes of this RFP, all Respondents must identify the minimum number of comparable projects within the dollar ranges specified above and completed within the last three years, as well as, complete FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Please complete a form for each project identified. A total of three is required.

PROJECT NO. _____			
Project Name:			
Project Type:	<input type="checkbox"/> New Construction <input type="checkbox"/> Renovation <input type="checkbox"/> Other: _____		
Agency/Client:			
Agency Type:	<input type="checkbox"/> Public <input type="checkbox"/> Private	Respondent's Role:	<input type="checkbox"/> General Contractor <input type="checkbox"/> Sub Contractor <input type="checkbox"/> Other: _____
Please describe your role on the project. (ie What portion of the work did your firm self-perform? Was it strictly management? Trade specific?)			
Has the project achieved final acceptance after January 1, 2021?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Original Contract Value:			\$
Was project completed on budget? <i>(If no, please explain below or attach explanation.)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No
Final Contract Value:			\$
Was project completed on schedule? <i>(If no, please explain below or attach explanation.)</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No
If applicable, did Project receive LEED Certification?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Level of LEED Certification:			
Was the project permitted?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(If no, please explain below or attach explanation.) (If yes, with please identify below the type of permit, the city/town/village and permitting body who issued the permit.)</i>			
Type of Permit:	<input type="checkbox"/> New Construction <input type="checkbox"/> Easy Construction <input type="checkbox"/> Other: _____		
City/Town/Village, State:			
Permitting Body:			
CLIENT REFERENCE FOR CONSTRUCTION			
<i>(Please ensure that the contact information listed is correct. If your reference cannot be contacted, this project may not be considered.)</i>			
Name:			
Project Role:	<i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>		
Phone:		Email Address:	
Name:			
Project Role:	<i>(ie Owner or Owner's Designer, Engineer, Program Manager, Construction Manager)</i>		
Phone:		Email Address:	

FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

When including Narrative Statements, please ensure that, at a minimum, the following information is noted on the attachment.

(Sample)

ABC Contractor

Narrative Statement to FORM A – TECHNICAL COMPETENCE AND PAST PERFORMANCE

Page ___ of ___.

PROJECT NO. _____ (continued)
PROJECT NARRATIVE

FORM B – KEY PERSONNEL

I. EVALUATION CRITERIA FOR KEY PERSONNEL

Respondents should demonstrate they employ or have the capacity to employ adequately qualified and experienced Key Personnel (Project Manager, Superintendents, Scheduler, MEP Coordinator, Quality Control Manager, Safety Manager and Sustainability Coordinator), as needed, to provide the Work. The level of Key Personnel required may vary by Tier. Attach resumes.

Description of Key Personnel Roles

Project Manager (For Tier 3 Contractors)

The Project Manager will have full responsibility for the preparation of the Job Order Proposals and prosecution of the Work with full authority to act in all matters as necessary for the proper coordination, direction, commitment of resources, and technical administration of the Work. The Project Manager will attend meetings at such places and times as will be decided by the Commission or Architect in order to render reports on the progress of the Work. The General Contractor will not change Project Manager without the consent of the Commission, unless such staff member proves to be unsatisfactory to the Contractor and ceases to be in its employ.

For Tier 2 & 3 Contractors – Project Lead may be the Owner, Project Liaison, Point of Contact, or other authorized, firm representative who would serve in the capacity of ‘Project Manager’ as defined above.

Scheduler

To assist in the preparation and maintenance of the Schedule, the General Contractor may engage, at its own expense, a consultant who is skilled in the application of network techniques for construction projects and the use of PBC’s scheduling software (Primavera). If the General Contractor has qualified personnel on staff, the General Contractor may perform the required scheduling with its own organization.

Superintendent

The General Contractor must keep, throughout the duration of a Contract, a competent, experienced and qualified Superintendent and any necessary assistants, all of whom must be satisfactory to the Commission. This Superintendent’s résumé will be submitted to the Commission Representative for approval at the time the Performance and Payment Bond and certificate(s) of insurance are submitted, or sooner if so requested by the Commission. The Superintendent may be required to be present at the Site when Contractor’s personnel and/or Subcontractors are present.

The Superintendent will not be changed without the consent of the Commission, unless the Superintendent proves to be unsatisfactory to the Contractor or becomes unavailable due to reasons beyond the control of Contractor. In order to change the Superintendent, the Contractor will give the Commission Representative written notice and submit for approval the qualifications of the proposed replacement Superintendent at least 15 Days prior to the intended change.

The Superintendent will represent the General Contractor in the absence of the Project Manager and all directions given to the Superintendent will be as binding as if given to the Project Manager.

MEP Coordinator

The General Contractor must provide a staff member or members, as necessary, which is experienced in coordination of mechanical and electrical work on projects of similar type and scale, including administration and supervision of mechanical and electrical work and meet the requirements as described in the Contract Documents.

FORM B – KEY PERSONNEL

Safety Manager

The General Contractor must provide a safety manager who is a qualified and competent employee responsible for the preparation, execution and continuous improvement of the safety management system (SMS) within an organization. This individual is the prime mover of all safety related issues in the organization.

Quality Assurance/Quality Control Manager

The General Contractor must provide a Quality Assurance/Quality Control (QA/QC) Manager who will be responsible for the set of processes used to measure and guarantee the quality of the Work to ensure it meets industry-wide standards.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FORM B – KEY PERSONNEL

Please complete a form for each Key Personnel.

KEY PERSONNEL			
Role:	<input type="checkbox"/> Project Manager (or Project Lead for Class D&E General Contractors) <input type="checkbox"/> Scheduler <input type="checkbox"/> Superintendent <input type="checkbox"/> MEP Coordinator <input type="checkbox"/> Safety Manager <input type="checkbox"/> Quality Control Manager <input type="checkbox"/> Sustainability Coordinator		
Name:			
Title:			
Number of years with the firm:			
Number of years with experience in this capacity:			
Project Type: <i>(Please check all experience that applies to the individual who will be dedicated to this project.)</i>			
<input type="checkbox"/> DIVISION 01 00 00 GENERAL REQUIREMENTS <input type="checkbox"/> DIVISION 02 00 00 EXISTING CONDITIONS <input type="checkbox"/> DIVISION 03 00 00 CONCRETE <input type="checkbox"/> DIVISION 04 00 00 MASONRY <input type="checkbox"/> DIVISION 05 00 00 METALS <input type="checkbox"/> DIVISION 06 00 00 WOOD, PLASTICS AND COMPOSITES <input type="checkbox"/> DIVISION 07 00 00 THERMAL AND MOISTURE PROTECTION <input type="checkbox"/> DIVISION 08 00 00 OPENINGS <input type="checkbox"/> DIVISION 09 00 00 FINISHES <input type="checkbox"/> DIVISION 10 00 00 SPECIALTIES <input type="checkbox"/> DIVISION 11 00 00 EQUIPMENT <input type="checkbox"/> DIVISION 12 00 00 FURNISHINGS <input type="checkbox"/> DIVISION 13 00 00 SPECIAL CONSTRUCTION <input type="checkbox"/> DIVISION 14 00 00 CONVEYING EQUIPMENT		<input type="checkbox"/> DIVISION 15 00 00 MECHANICAL <input type="checkbox"/> DIVISION 16 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 21 00 00 FIRE SUPPRESSION <input type="checkbox"/> DIVISION 22 00 00 PLUMBING <input type="checkbox"/> DIVISION 23 00 00 HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) <input type="checkbox"/> DIVISION 25 00 00 INTEGRATED AUTOMATION <input type="checkbox"/> DIVISION 26 00 00 ELECTRICAL <input type="checkbox"/> DIVISION 27 00 00 COMMUNICATIONS <input type="checkbox"/> DIVISION 28 00 00 ELECTRONIC SAFETY AND SECURITY <input type="checkbox"/> DIVISION 31 00 00 EARTHWORK <input type="checkbox"/> DIVISION 32 00 00 EXTERIOR IMPROVEMENTS <input type="checkbox"/> DIVISION 33 00 00 UTILITIES <input type="checkbox"/> DIVISION 40 00 00 PROCESS INTEGRATION	
REFERENCES			
REFERENCE #1			
Project:			
Agency/Firm Name:		Title:	
Phone:		Email Address:	
REFERENCE #2			
Project:			
Agency/Firm Name:		Title:	
Phone:		Email Address:	
PLEASE ATTACH RESUME			

FORM C – DISCLOSURE AFFIDAVIT

I. HISTORY AND OWNERSHIP OF RESPONDENT FIRM

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:

RESPONDENT			
Name of Firm:			
Address:			
City/State/Zip:			
Telephone:		Facsimile:	
FEIN:		SSN:	
Email:			
Nature of Transaction:			
<div style="display: flex; flex-direction: column; gap: 10px;"> <div><input type="checkbox"/> Sale or purchase of land</div> <div><input type="checkbox"/> Construction Contract</div> <div><input type="checkbox"/> Professional Services Agreement</div> <div><input type="checkbox"/> Other _____</div> </div>			

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

FORM C – DISCLOSURE AFFIDAVIT

A. CORPORATIONS AND LLC'S

State of Incorporation or Organization:		
If outside of Illinois, is your firm authorized to conduct business in the State Of Illinois:		<input type="checkbox"/> Yes <input type="checkbox"/> No
City/State/ZIP:		
Telephone:		
Identify the names of all officers and directors of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Title	
Identify all shareholders whose ownership percentage exceeds 7.5% of the business entity. <i>(Please attach list if necessary.)</i>		
Name	Address	Ownership Interest Percentage
		%
		%
		%
LLC's only, indicate Management Type and Name:		
<input type="checkbox"/> Member-managed	<input type="checkbox"/> Manager-managed	Name: <input style="width: 100%;" type="text"/>
Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If yes, please 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.</i>		

FORM C – DISCLOSURE AFFIDAVIT

B. PARTNERSHIPS

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	Type	Ownership Interest Percentage
		%
		%
		%
		%
		%

C. SOLE PROPRIETORSHIP

The bidder/proposer or contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary:	
<i>If the answer is no, please complete the following two sections.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 of Principal(s)	
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 be exercised.	
Name	Address

FORM C – DISCLOSURE AFFIDAVIT

III. 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-rigging² 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-rotating⁴ 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.

FORM C – DISCLOSURE AFFIDAVIT

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.

FORM C – DISCLOSURE AFFIDAVIT

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/FEEES

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.

G. 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, (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.

FORM C – DISCLOSURE AFFIDAVIT

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

H. 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.

I. 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

FORM D – LEGAL ACTIONS

I. 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"/>

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

FORM E – MBE/WBE, EEO, CRO, AND CH PARTICIPATION

Please identify and report compliance history for the three (3) most recent projects completed over the last three (3) years for which work was performed by your firm at any of the agencies identified below.

Please complete a form for each project identified. A total of three is required.

LOCAL, PUBLIC AGENCIES

- | | |
|-------------------------------|--------------------------------------------|
| 1. City of Chicago | 6. County of Cook |
| 2. Public Building Commission | 7. Metropolitan Water Reclamation District |
| 3. Chicago Public Schools | 8. Forest Preserve District of Cook County |
| 4. Chicago Transit Authority | 9. Chicago Park District |
| 5. Chicago Housing Authority | 10. City Colleges of Chicago |

PROJECT # _____	
Local, Public Agency Name:	
Agency Contact:	
Agency Contact Telephone:	
Project Name:	
Project Total:	
Year Completed:	

I. MBE/WBE PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to utilize minority and women owned business enterprises.

MBE Goal	WBE Goal	Attained MBE Goal	Attained WBE Goal
%	%	%	%

II. EEO PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to employ and minority and women journey workers, apprentices and laborers on public projects where Respondent performed as a General Contractor.

Minority	Commitment	Achieved
Journey workers	%	%
Apprentice	%	%
Laborers	%	%
Female	Commitment	Achieved
Journey workers	%	%
Apprentice	%	%
Laborers	%	%

FORM E – MBE/WBE, EEO, CRO, AND CH PARTICIPATION

III. COMMUNITY HIRING AND CITY RESIDENCY PARTICIPATION

Respondent must provide evidence of past experience achieving commitments to employ local/community residents on public projects where Respondent performed as a General Contractor.

Community Participation	Commitment	Achieved
Community Residents	%	%
Local City of Chicago Residents Participation	Commitment	Achieved
Local City of Chicago Residents	%	%

IV. DEMONSTRATE COMMITMENT (APPLICABLE TO CLASS D&E GENERAL CONTRACTOR ONLY)

Respondent must demonstrate how they intend on meeting MBE/WBE, EEO, AND COMMUNITY HIRING AND CITY RESIDENCY commitments to utilize minority- and women-owned business enterprises, to employ minority and women journey workers, apprentices and laborers, and to employ local/community residents on public projects where Respondent performed as a General Contractor.

(If using your own document, please follow labeling instructions in Section V. Submission Requirements.)

MBE/WBE PARTICIPATION
EEO PARTICIPATION
COMMUNITY HIRING AND CITY RESIDENCY PARTICIPATION

FORM F – SAFETY

I. SAFETY

Respondents should be able to demonstrate the quality of their overall safety program as evidenced by their history of citations, OSHA incident rate and Experience Modification Rate (EMR).

SAFETY INFORMATION			
Does your organization have a safety program?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Month and year first implemented:			
Method of review of program.			
Please indicate whether regular work site safety meetings are held and how frequently.			
PLEASE PROVIDE A COPY OF THE TABLE OF CONTENTS FROM YOUR FIRM'S SAFETY/LOSS CONTROL MANUAL			
Have any citations been issued to your organization during the period of the last three years for workplace safety law violation? <i>If yes, please provide detailed information for each occurrence regarding:</i>			<input type="checkbox"/> Yes <input type="checkbox"/> No
1. The nature of the violation for which your organization was cited.			
2. Summary of your position of the matter			
3. Official resolution of violation			
Please provide your organization's OSHA reportable incident rate: <i>(If this is greater than 3.0, please attach your OSHA Form 300A Summaries for the last three years and a written explanation to the qualification questionnaire. Please attach Narrative Statement, if necessary.)</i>			
Please provide a copy of your organization's NCCI current experience modification rate factors ("EMRF") rating worksheet. <i>(If this is greater than 3.0, please attach your OSHA Form 300A Summaries for the last three years and a written explanation to the qualification questionnaire. Please attach Narrative Statement, if necessary.)</i>			
PLEASE PROVIDE NCCI RATING FOR THE PAST FOUR YEARS			
Year	NCCI Rating	Year	NCCI Rating

FORM G – REFERENCES

Firms must provide at least **three (3)** references for the projects presented as a part of the firm's demonstrated experience and capacity. Please indicate the name of the company for which each reference is tendered in the Submitting Firm Name box. Firms may submit more than the minimum number of required references. **Current Employees of the Public Building Commission of Chicago are prohibited from being included as valid references.**

FIRM NAME: _____

REFERENCES			
PROJECT NAME:			
Reference Name:		Reference Role on Project:	
Agency/Firm Name:		Email Address:	
Phone:		Mailing Address:	
Submitting Firm's Name:		Submitting Firm's Role on Project:	
		Check here if submitting a reference letter:	
PROJECT NAME:			
Reference Name:		Reference Role on Project:	
Agency/Firm Name:		Email Address:	
Phone:		Mailing Address:	
Submitting Firm's Name:		Submitting Firm's Role on Project:	
Submitting Firm's Name:		Submitting Firm's Role on Project:	
		Check here if submitting a reference letter:	

FORM G – REFERENCES

REFERENCES, Continued...

REFERENCES			
PROJECT NAME:			
Reference Name:		Reference Role on Project:	
Agency/Firm Name:		Email Address:	
Phone:		Mailing Address:	
Submitting Firm's Name:		Submitting Firm's Role on Project:	
		Check here if submitting a reference letter:	

FORM H – CONTRACTOR’S PROPOSAL

FORM H: CONTRACTOR’S PROPOSAL

The Contractor hereby acknowledges receipt of the all Contract documents for Contract No. PS3093, including, but not limited to: a) Book 1 – Request for Proposal, Project Information, Instructions to Proposers, and Execution Documents, b) Book 2 – Standard Terms and Conditions, c) Book 3 – Construction Task Catalog®, d) Book 4 – Technical Specifications, and e) Addenda Nos. (None unless indicated below)

Addendum No.	Date of Addendum

FORM I – PROPOSED ADJUSTMENT FACTORS

FORM I: PROPOSED ADJUSTMENT FACTORS – TIER 1

The Respondent shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors within a specified Tier will result in the submission being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Greater than \$1,000,000.01, Normal Working Hours	___ . ___ _ _ _ _	.50	___ . ___ _ _ _ _
2.	For Projects Greater than and \$1,000,000.01, Other than Normal Working Hours	___ . ___ _ _ _ _	.30	___ . ___ _ _ _ _
3.	Non Pre-priced: For Non Pre-priced Work	___ . ___ _ _ _ _	.20	___ . ___ _ _ _ _
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			___ . ___ _ _ _ _

Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

The Adjustment Factors for Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

The percentage weighted multipliers above are for the purpose of calculating a Total Base Proposal. No assurances are made by the PBC that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Total Base Proposal is only used for the purpose of determining the Award Criteria Figure.

When submitting Job Order Price Proposals related to specific Job Orders, the Respondent shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

FORM I – PROPOSED ADJUSTMENT FACTORS

FORM I: PROPOSED ADJUSTMENT FACTORS – TIER 2

The Respondent shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors within a specified Tier will result in the submission being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Between \$300,000.01 and \$1,000,000.00, Normal Working Hours	___ . ___ _ _ _ _	.50	___ . ___ _ _ _ _
2.	For Projects Between \$300,000.01 and \$1,000,000.00, Other than Normal Working Hours	___ . ___ _ _ _ _	.30	___ . ___ _ _ _ _
3.	Non Pre-priced: For Non Pre-priced Work	___ . ___ _ _ _ _	.20	___ . ___ _ _ _ _
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			___ . ___ _ _ _ _

Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

The Adjustment Factors for Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

The percentage weighted multipliers above are for the purpose of calculating a Total Base Proposal. No assurances are made by the PBC that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Total Base Proposal is only used for the purpose of determining the Award Criteria Figure.

When submitting Job Order Price Proposals related to specific Job Orders, the Respondent shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

FORM I – PROPOSED ADJUSTMENT FACTORS

FORM I: PROPOSED ADJUSTMENT FACTORS – TIER 3

The Respondent shall set forth Adjustment Factors in legible figures in the respective space provided. Failure to submit all Adjustment Factors within a specified Tier will result in the submission being deemed non-responsive. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

	Adjustment Factor Name	Adjustment Factor Proposed:	X % Weight	= Total
1.	For Projects Equal to or Less than \$300,000.00, Normal Working Hours	___ . ___ ___ ___ ___	.50	___ . ___ ___ ___ ___
2.	For Projects Equal to or Less than \$300,000.00, Other than Normal Working Hours	___ . ___ ___ ___ ___	.30	___ . ___ ___ ___ ___
3.	Non Pre-priced: For Non Pre-priced Work	___ . ___ ___ ___ ___	.20	___ . ___ ___ ___ ___
4.	ADD ALL THE TOTALS IN THE RIGHT COLUMN			___ . ___ ___ ___ ___

Notes To Bidder:

Specify lines 1 through 4 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

The Adjustment Factors for Other Than Normal Working Hours Adjustment Factors must be equal to or greater than the Normal Working Hours Adjustment Factors. The Non Pre-priced Adjustment Factor must be equal to or greater than 1.0000.

The percentage weighted multipliers above are for the purpose of calculating a Total Base Proposal. No assurances are made by the PBC that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Total Base Proposal is only used for the purpose of determining the Award Criteria Figure.

When submitting Job Order Price Proposals related to specific Job Orders, the Respondent shall utilize one or more of the Adjustment Factors applicable to the Work being performed.

FORM J – AWARD CRITERIA FIGURE

FORM J - AWARD CRITERIA FIGURE

A. Basis of Award (Award Criteria Figure)

To promote the intended goal of economic opportunity and maximize the use of minority personnel on this project, the Public Building Commission of Chicago has established the Award Criteria Figure formula for the purpose of evaluating proposals and awarding the contract. A contract in the amount of the Total Base Proposal (or Base Contract Price) will be awarded to the responsible bidder with the lowest Award Criteria Figure pursuant to Section III.P Basis of Award above. The Public Building Commission of Chicago reserves the right to check all calculations for accuracy. The fulfillment of the Award Criteria does not abrogate the responsibilities of the Contractor to comply with federal and state requirements under the Equal Employment Act and the Illinois Human Rights Act.

1. Instructions

The Bidder shall complete the Award Criteria Figure Formula and transfer the final Award Criteria Figure - Line 15 to the space provided on the itemized proposal sheet. Failure to complete the formula may be cause for rejection of the Bidder's proposal. The successful bidder will be held responsible for adhering to the figures submitted in Lines 1, 2, 4, 6, 8, 10 and 12 during construction of the project.

Lines 2, 4 and 6 in the formula shall not be greater than seventy percent (70%) in each category for the sole purpose of determining award of the contract. Similarly, lines 8, 10 and 12 shall not be greater than fifteen percent (15%) in each category for the purpose of award criteria only. The seventy percent (70%) and fifteen percent (15%) goals are not intended to restrict the total number of minority and female employees to be used on the project, but only to establish limiting figures for use in the formula.

2. Award Criteria Figure Formula

Line 1.	Total Base Proposal (Refer to Line 9 of FORM I - PROPOSED ADJUSTMENT FACTORS), in figures	TBD
Line 2.	Percentage of the Journeyworkers hours that the Contractor proposes to be worked by minority Journey workers during construction of the project. (Maximum figure 0.70)	0.50
Line 3.	Multiply Line 2 by Line 1 by 0.04	TBD
Line 4.	Percentage of total Apprentice hours that the Contractor proposes to be worked by minority Apprentices during construction of the project. (Maximum figure 0.70)	0.10
Line 5.	Multiply Line 4 by Line 1 by 0.03	TBD
Line 6.	Percentage of the total Laborer hours that the Contractor proposes to be worked by minority Laborers during construction of the project. (Maximum figure 0.70)	0.50
Line 7.	Multiply Line 6 by Line 1 by 0.01	TBD
Line 8.	Percentage of total Journeyworker hours that the Contractor proposes to be worked by female Journeyworkers during the construction of the project. (Maximum figure 0.15)	.01
Line 9.	Multiply Line 8 by Line 1 by 0.04	TBD
Line 10.	Percentage of total Apprentice hours that the Contractor proposes to be worked by female Apprentices during construction of the project. (Maximum figure 0.15)	.01

FORM J – AWARD CRITERIA FIGURE

Line 11.	Multiply Line 10 by Line 1 by 0.03	TBD
Line 12.	Percentage of the total Laborer hours that the Contractor proposes to be worked by female Laborers during construction of the project. (Maximum figure 0.15)	.01
Line 13.	Multiply Line 12 by Line 1 by 0.01	TBD
Line 14.	Summation of Lines 3, 5, 7, 9, 11, and 13	TBD
Line 15.	Subtract Line 14 from Line 1 (= "Award Criteria Figure")	TBD
Award Criteria Figure \$		N/A

(Insert Line 15 of Award Criteria Formula to Line 10 on Form I – Proposed Adjustment Factors):

3. Community Hiring Bonuses

In order to encourage maximum employment of interested and available residents of the project community on this project, the following bonus calculations shall apply:

- a. In calculating the hours worked by minority and women Journeyworkers, apprentices, and laborers under the Award Criteria Figure set out in Part V.A. "Basis of Award (Award Criteria Figure)," all hours worked by minority and women Journeyworkers, existing apprentices, and laborers who are residents of the project community shall be multiplied by 1.5.
- b. In calculating the hours worked by minority and women apprentices under the Award Criteria Figure set out in Part V "Proposal Support Documents," all hours worked in new apprenticeships by minority and women apprentices who are residents of the project community shall be multiplied by 2.0.

Definitions

"City of Chicago Residents" means persons domiciled within the City of Chicago. Salaried superintendents are excluded from coverage in this section. Domicile is an individual's one and only true, fixed, and permanent home and principal establishment.

"Project Community Residents" means persons domiciled within the "Project Community" as defined in Book 2.

"New Apprenticeship" shall mean an apprenticeship begun for a person who has not held an apprenticeship card within ninety (90) days prior to beginning the project.

4. Liquidated Damages

The Contractor hereby consents and agrees that, in the event that it fails to comply with each of the minimum commitments submitted with this Proposal on Lines 2, 4, 6, 8, 10, and 12 of the Award Criteria Figure formula, covering minority and female Journeyworkers, apprentices, and laborers respectively, the following shall apply.

If the total hours in any category for which a percentage is assigned in Lines 2, 4, 6, 8, 10, or 12 of the Award Criteria equals zero at the completion of the work, then a net deficiency of the entire percentage assigned will be deemed to exist. For any net deficiency in each category, the following amounts shall be deducted as liquidated damages from monies due the Contractor and the Contract Sum modified accordingly:

- a. For each full one (1%) percent deficiency of minority Journeyworkers not utilized – four cents per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 04}{100}$$

Each one (1%) percent deficiency toward the goal for female Journeyworkers (Line 8) shall be calculated in the same way.

FORM J – AWARD CRITERIA FIGURE

- b. For each full one (1%) percent deficiency of minority apprentices not utilized – three cents per hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 03}{100}$$

Each one (1%) percent deficiency toward the goal for female apprentices (Line 10) shall be calculated in the same way.

- c. For each one (1%) percent deficiency of minority laborers not utilized – one cent per each hundred dollars of the base bid calculated as follows:

$$\frac{\text{Line 1} \times 01}{100}$$

Each one (1%) percent deficiency toward the goal for female laborers (Line 12) shall be calculated in the same way.

- d. Liquidated Damages, if any, will be calculated and assessed on the total amount of the Contract at the end of the Term.
- e. Liquidated damages, if any, will be calculated for the last pay requests, if possible, reflecting fifty percent (50%) completion, seventy-five percent (75%) completion, and ninety percent (90%) completion, respectively, based upon the Contractor's pay request together with all attendant certified payrolls and other required documentation of minority and women employment. The accrued liquidated damages and interest will be added to the retention provided elsewhere in this contract. The amount of liquidated damages due to the Commission under this provision will bear compound interest at the rate of 5% per annum, compounded monthly from the date of the Notice to Proceed to the date of approval of a deductive change order for liquidated damages. Should the total amount of liquidated damages due under all provisions of this contract exceed the amount of the Commission's retainage, compound interest on the amount over and above the retainage will continue to accrue until the entire amount of liquidated damages and compound interest is paid to the Commission.
- f. The Commission is aware that certain subcontract agreements under this contract may require subcontractors to contribute to payment of liquidated damages assessed under this provision. Should enforcement of subcontract liquidated damages provisions result in an aggregate total of subcontractor liquidated damages greater than the liquidated damages assessed hereunder against Contractor, then Contractor must pay the excess pro rata as a bonus to each subcontractor exceeding its subcontract commitments for minority or women employment, or both.

5. Reporting

In accordance with this commitment, the Contractor must submit both the Contractor's Payroll Record Form and the Contractor's Recapitulation of Minority and Female Worker Hours and Percentages Form on a monthly basis. All Subcontractors shall be listed on the Contractor's Recapitulation Form whether active or not. For the purpose of this report, the following group categories will be used:

- a. The classification "White" includes person of Indo-European descent.
- b. The classification "Black" or "African-American" includes persons having origins in any of the black racial groups of Africa.
- c. The classification "Hispanic" includes persons whose origins are from Mexico, Puerto Rico, Cuba, Central or South America, the Caribbean Islands or other Spanish culture or origin, regardless of race.
- d. The classification "Native American" includes persons who are Native Americans by virtue of tribal association.
- e. The classification "Asian-Pacific" includes persons whose origins are from East Asia, Southeast Asia, the Pacific Islands or the Indian sub-continent.
- f. The classification "Other" includes qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Public Building Commission of Chicago to be socially and economically disadvantaged and to have suffered actual racial or ethnic discrimination and decreased opportunities to compete in Chicago area markets.

FORM J – AWARD CRITERIA FIGURE

6. Major Trades

Building Demolition	Operable Partition
Site Demolition	Aluminum Storefront
Site Control	Glazing
Asbestos / Lead Based Abatement	Drywall
Site and Building Concrete	Acoustical Ceilings
Masonry	Ceramic Tile
Structural Steel	Resilient Flooring
Cold Form Metal Framing	Tile Carpeting
Misc. Metals	Painting
Rough and Finish Carpentry	Toilet Compartments and accessories
Architectural Wood Casework	Metal Lockers
Solid Surface	Hydraulic Elevators
Roofing	Vertical lifts
Roof Specialties	Fire Suppression Sprinkler
Damproofing and Waterproofing	Plumbing
Thermal insulation spray Insulation	Mechanical
Metal Wall Panels	Electric
Applied Fire Protection	Fire Detection and Alarm
Firestopping	Access Control
Joint Sealants	Building Intrusion Detection
Curtain Wall	Earthwork
Hollow Metal Frames and Doors	Landscaping
Wood Doors	Asphalt Paving
Door Hardware	Site Utiliti
Overhead Doors	

For approval of other trades for consideration in the Award Criteria Figure formula, written approval should be requested from the Commission.

FORM K – ACCEPTANCE

A. PROPOSAL ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) original counterparts the day and year first above written.

PUBLIC BUILDING COMMISSION OF CHICAGO

Mary Pat Witry, Secretary

Mayor Brandon Johnson, Chairman

CONTRACTING PARTY

Contractor Name

Address

IF A CORPORATION:

Name: _____

Title: _____

Signature: _____

ATTEST BY: _____

Secretary

IF A PARTNERSHIP:

Partner (Signature) _____

Address

Partner (Signature) _____

Address

Partner (Signature) _____

Address

IF A SOLE PROPRIETORSHIP:

Signature

Address

NOTARY PUBLIC

County of _____ State of _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

(SEAL)

Notary Public Signature

Commission Expires: _____

APPROVED AS TO FORM AND LEGALITY

Date: _____

Neal & Leroy, LLC

FORM L – AFFIDAVIT OF NON-COLLUSION

Affidavit Of Non-collusion

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

_____, being first duly sworn, deposes and says that:

- (1) He/She is _____
(Owner, Partner, Officer, Representative or Agent) of _____
the Bidder that has submitted the attached Bid;
- (2) That Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham bid;
- (4) Neither Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, conspired, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or in that of any other Bidder, or to fix any overhead, profit, or cost element of the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Public Building Commission of Chicago or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.
- (6) The Bidder is not barred from bidding as a result of having violated Illinois Criminal Code, 720 ILCS 5/33E-3 (Bid-rigging), 720 ILCS 5/33E-4 (Bid rotating) or the Prevailing Wage Act, 30 ILCS 570/0.01 through 570/7.

(Signed)

(Title)
Subscribed and sworn to before me this _____ day of _____ 20 _____

(Title)
My Commission expires:

FORM M – JOINT VENTURE AFFIDAVIT

Joint Venture Affidavit (1 of 3)

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

A. Name of joint venture _____

B. Address of joint venture _____

C. Phone number of joint venture _____

D. Identify the firms that comprise the joint venture

1. 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.)

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

E. Nature of joint venture's business

F. Provide a copy of the joint venture agreement.

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

H. Specify as to:

1. Profit and loss sharing _____%

2. Capital contributions, including equipment _____%

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

FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

I. 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:

1. Financial decisions

2. Management decisions such as:

a. Estimating

b. Marketing and Sales

c. Hiring and firing of management personnel

d. Other

3. Purchasing of major items or supplies

4. Supervision of field operations

5. Supervision of office personnel

6. 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.

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

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

FORM M – SCHEDULE B – JOINT VENTURE AFFIDAVIT

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 General contractor if the joint venture is a subcontractor.

Name of Joint Venturer

Name of Joint Venturer

Signature

Signature

Name

Name

Title

Title

Date

Date

State of _____ County of _____

State of _____ County of _____

On this _____ day of _____, 20____
before me appeared (Name)

On this _____ day of _____, 20____
before me appeared (Name)

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

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

to execute the affidavit and did so as his or her
free act and deed.

to execute the affidavit and did so as his or her
free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

EXHIBIT A – INSURANCE

The insurance requirements listed below are the minimum requirements that will be required for work issued on contracts resulting from this RFP. The actual requirements for each project will likely be higher and will be determined based on the scope and the requirements of the User Agency. Per Section II. VI. G. of this RFP, Respondent is to submit a certificate of insurance evidencing their current insurance program.

The Contractor must provide and maintain at Contractor's own expense, the minimum insurance coverage and requirements specified below, insuring all operations related to the Contract. The insurance must remain in effect from the date of the Notice to Proceed until Substantial Completion of the project, during completion of Punch List, as well as any time Contractor returns to perform additional work regarding warranties or for any other purpose, unless otherwise noted below or agreed by the Public Building Commission's Director of Risk Management.

INSURANCE TO BE PROVIDED

1) **Workers' Compensation and Employers Liability (Primary and Umbrella)**

Workers' Compensation Insurance as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease. Coverage will include a waiver of subrogation as required below.

2) **Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations to be maintained for minimum of two (2) years following project completion, explosion, collapse, underground hazards, defense and contractual liability. Contractor and all subcontractors of every tier **will specifically name** the Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, as Additional Insured using the latest version of the ISO CG2010 and CG2037. Additional Insured status will be on a primary, non-contributory basis for any liability arising directly or indirectly from the work, including the two year completed operations periods. Coverage will include a waiver of subrogation as required below.

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

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 Contractor must provide Automobile Liability Insurance, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage. The Public Building Commission of Chicago, the City of Chicago, the User Agency and others as may be required by the Public Building Commission of Chicago, are to be named as Additional Insured on a primary, non-contributory basis.

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

4) **Contractors Pollution Liability**

Contractors Pollution coverage is required with limits of not less than \$1,000,000 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. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which

EXHIBIT A – INSURANCE

reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the City of Chicago and the User Agency, and others as may be required by the Public Building Commission of Chicago, as Additional Insured. These entities must be specifically named and endorsed on the policy. Additional Insured coverage must be on a primary and non-contributory basis for ongoing and completed operations. Coverage will include a waiver of subrogation as required below.

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

5) **Professional Liability**

When Contractor performs professional work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$1,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

6) **Builders Risk**

Contractor must provide All Risk Builders Risk or Installation Floater Insurance on a replacement cost basis including but not limited to all labor, materials, supplies, equipment, machinery and fixtures that are or will be permanent part of the facility, inclusive of prior site work. Coverage must be on an All Risk or Cause of Loss, Special Form basis including, but not limited to, the following: right to partial or complete occupancy, collapse; water damage including overflow, leakage, sewer backup, or seepage; resulting damage from faulty or defective workmanship or materials; resulting damage from error or omission in design, plans or specifications; debris removal; Ordinance and Law and include damage to, false work, fences, temporary structures and equipment stored off site or in transit. The policy will allow for partial or complete occupancy and include damage to existing property at the site with a sublimit of \$1,000,000.

The Public Building Commission of Chicago and the Board of Education of the City of Chicago will be Named Insureds on the policy. Coverage must be for the full completed value of the work and must remain in place until at least Substantial Completion and **may only be cancelled with the written permission** of the Public Building Commission Risk Management Department, even if the Project has been put to its intended use.

The Contractor is responsible for all loss or damage to personal property including but not limited to materials, equipment, tools, scaffolding and supplies owned, rented, or used by Contractor.

7) **Railroad Protective Liability**

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that the General Contractor 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, and in no event less than \$2,000,000 per occurrence and \$6,000,000 aggregate, for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. If no Railroad

EXHIBIT A – INSURANCE

Protective Liability insurance is required by the nearby railroads, Contractor shall submit written confirmation from each railroad.

Contractors and subcontractors are required to endorse their liability policies with form CG 24 17 to eliminate the exclusion for work within fifty (50) feet of the rail right-of-way. Contractors and subcontractors must provide copies of this endorsement with the certificate of insurance required below.

B. ADDITIONAL REQUIREMENTS

Contractor 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 Contract, 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 Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Commission of any requirements for the Contractor to obtain and maintain the specified insurance. The Contractor will advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified in this contract. Non-fulfillment of the insurance conditions may constitute a breach of the Contract, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

The insurance must provide for 30 days prior written notice to be given to the Commission in the event coverage is substantially changed, canceled, or non-renewed.

The Public Building Commission of Chicago reserves the right to obtain copies of insurance policies and records

Any deductibles or self-insured retentions on referenced insurance must be borne by Contractor. All self-insurance, retentions and/or deductibles must conform to these requirements.

The Contractor waives and agrees to cause all their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago, their respective Board members, employees, elected officials, officers, or representatives. The Contractor must require each Subcontractor to include similar waivers of subrogation in favor of the Commission, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago, the User Agency and any other entity as required by the Public Building Commission of Chicago, will not contribute with insurance provided by the Contractor under the Contract.

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

If contractor 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 Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the insurance for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

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

EXHIBIT A – INSURANCE

Contractor must submit the following at the time of award:

1. Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as Certificate Holder including:
 - a. All required entities as Additional Insured
 - b. Evidence of waivers of subrogation
 - c. Evidence of primary and non-contributory status
2. All required endorsements including the CG2010 and CG2037

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

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

Name of Project: _____

Project Number: _____

FROM:

_____ MBE _____ WBE _____
(Name of MBE or WBE)

TO:

_____ and Public Building Commission of Chicago
(Name of Bidder)

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

_____ a Sole Proprietor _____ a Corporation
_____ a Partnership _____ a Joint Venture

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

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

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

EXHIBIT B – SCHEDULE C LETTER OF INTENT TO M/WBE SUBCONTRACTOR

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

PARTIAL PAY ITEMS

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:
BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (1 of 2)

Name of Project: _____

STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

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

_____ Title and duly authorized representative of

_____ Name of General Contractor whose address is

_____ in the City of _____, State of _____

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

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

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

EXHIBIT C – SCHEDULE D AFFIDAVIT OF GENERAL CONTRACTOR REGARDING MBE/WBE PARTICIPATION

SCHEDULE D - Affidavit of General Contractor Regarding MBE/WBE Participation (2 of 2)

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

Additionally, the Undersigned certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

BY:

Name of Contractor (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

BY:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

Phone/FAX

MBE ____ WBE ____ Non-MBE/WBE ____

EXHIBIT D – REQUEST FOR WAIVER FROM MBE/WBE PARTICIPATION

SCHEDULE E - Request for Waiver from MBE/WBE Participation

Date: _____

Ray Giderof, Executive Director
Public Building Commission of Chicago
Richard J. Daley Center
50 W. Washington Street, Room 200
Chicago, IL 60602

Dear {Insert Executive Director Name}:

RE: Contract No. _____

Project Title: _____

In accordance with Section 23.01.7, the undersigned hereby requests a waiver/partial waiver from the MBE/WBE provisions. The undersigned certifies that it/we has/have been diligent in our attempt to identify potential subcontractors certified as MBE/WBE to perform work in this project, that such efforts have not been successful, and that it/we cannot meet the Minority/Women Business Enterprise contract goal. These efforts are described below and are consistent with the "Request for Waiver" provisions of the MBE/WBE Program as detailed in Section 23.01.7 as follows:

Documentation attached: yes____ no____

Based on the information provided above, we request consideration of this waiver request.

Sincerely,

Signature

Print Name

Title

Name of Firm

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

Disclosure of Retained Parties

Pursuant to Resolution No. 5339, as amended by Resolution No. 5371, of the Board of the Public Building Commission of Chicago, the apparent low Bidder is required to submit a fully executed Disclosure of Retained Parties within five (5) days of receipt of notice that it is the apparent low bidder.

A. Definitions and Disclosure Requirements

1. As used herein, "Contractor" means a person or entity that has any contract or lease with the Public Building Commission of Chicago ("Commission").
2. Commission contracts and/or qualification submittals must be accompanied by a disclosure statement providing certain information about any lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll.
3. "Lobbyists" means any person a) who for compensation or on behalf of any person other than himself undertakes to influence any legislative or administrative action, or b) any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

B. Certification

Contractor hereby certifies as follows:

1. This Disclosure relates to the following transaction: _____
 - a. Description of goods or services to be provided under Contract

2. Name of Contractor: _____
3. EACH AND EVERY lobbyist retained or anticipated to be retained by the Contractor with respect to or in connection with the contract or lease is listed below. Attach additional pages if necessary.
Check here if no such persons have been retained or are anticipated to be retained: _____

Retained Parties:

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

EXHIBIT E – DISCLOSURE OF RETAINED PARTIES

4. The Contractor understands and agrees as follows:
 - a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor must either ask the Commission whether disclosure is required or make the disclosure.
 - c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Contractor waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

The Contractor also certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet the Agency requirements and have not violated any City or Sister Agency policy, codes, state, federal or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the Contractor becomes aware of such information, it must immediately disclose it to the Commission.

Signature

Date

Name (Type or Print)

Title

Subscribed and sworn to before me
this _____ day of _____, 20_____

(SEAL)

Notary Public

Commission expires:

EXHIBIT F – PERFORMANCE AND PAYMENT BOND

Performance and Payment Bond

BOND NO. SPECIMEN

Contract No. SPECIMEN

KNOW ALL MEN BY THESE PRESENTS, that we _____ *

with offices in the _____ State of _____

as _____ Corporate _____ Principal, and _____

a corporation organized and existing under the laws of the State of _____, with offices in the State of

Illinois as Surety, are held and firmly bound unto the Public Building Commission of Chicago, hereinafter called

"Commission", in the penal sum of _____ Dollars

(\$ _____) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain Contract, hereto attached, with the Commission, dated _____, 20____, for the furnishing, fabrication, delivery and installation of the

SPECIMEN

in the referenced project area and other miscellaneous work collateral thereto.

NOW, THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extension thereof that may be granted by the Commission, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all authorized modifications of said Contract that may be made; and also if the Principal shall promptly pay all persons, firms, and corporations supplying labor, materials, facilities, or services in the prosecution of the work provided for in the Contract, and any and all duly authorized modifications of said Contract that may be made, notice of which modifications being hereby waived; and also, if the Principal shall fully secure and protect the said Commission, its legal successor and representative, from all liability in the premises and from all loss or expense of any kind, including all costs of court and attorney's fees, made necessary or arising from the failure, refusal, or neglect of the aforesaid Principal to comply with all the obligations assumed by said Principal or any subcontractors in connection with the performance of said Contract and all such modifications thereof; and also, if the Principal shall deliver all Work called for by said Contract of the Principal with the

EXHIBIT F – PERFORMANCE AND PAYMENT BOND

Commission, free and clear of any and all claims, liens and expenses of any kind or nature whatsoever, and in accordance with the terms and provisions of said Contract, and any and all modifications of said Contract; then, this said Bond shall become null and void; otherwise it shall remain in full force and effect.

The Surety does further hereby consent and yield to the jurisdiction of the State Civil Courts of the County of Cook, City of Chicago, and State of Illinois, and does hereby formally waive any plea of jurisdiction on account of the residence elsewhere of the Surety. The Principal and Surety severally and jointly agree that this Bond, and the undertakings contained herein, are also for the benefit of any and all subcontractors and other persons furnishing materials, labor, facilities, or services to the Principal or for the performance by the Principal of said Contract with the Commission as originally executed by said Principal and the Commission or as thereafter modified, and that any such subcontractor or persons furnishing labor, materials, facilities, or services may bring suit on this Bond, or any undertaking herein contained, in the name of the Commission against the said Principal and Surety or either of them.

It is expressly understood and agreed that this Bond, in the penal sum of

_____ dollars (\$ _____), shall secure the payment of all sums due of and by the Principal under the Contract, and guarantee the faithful performance of the Contract.

No modifications, omissions, or additions, in or to the terms of said Contract, the plans or specifications, or in the manner and mode of payment shall in any manner affect the obligations of the Surety in connection with aforesaid Contract. Notice to the Surety of any and all modifications in said Contract of the Principal with the Commission and of any additions or omissions to or from said Contract are hereby expressly waived by the Surety.

EXHIBIT F – PERFORMANCE AND PAYMENT BOND

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:

Name

BY _____ (Seal)
Individual Principal

Business Address

Individual Principal

City State

Partner

CORPORATE SEAL

ATTEST:

BY

Secretary
Title

Corporate Principal

BY _____

President
Title

Business Address

Corporate Surety

BY

Title

Business Address

CORPORATE SEAL

The rate of premium of this Bond is \$ _____ per thousand.**

Total amount of premium charged is \$ _____**

* The current power of attorney for the persons who sign for any surety company shall be attached to this Bond. Such power of attorney shall be sealed and certified with a "first-hand signature" by an officer of the surety. A facsimile signature will not be accepted by the Commission.

** Must be filled in by the Corporate Surety.

EXHIBIT G – BOND APPROVAL

Bond Approval

BY

Mary Pat Witry, Secretary
Public Building Commission of Chicago

CERTIFICATE AS TO CORPORATE SEAL

I, _____, certify that I am the
Secretary of the _____
corporation named as Principal in the within bond, that _____ who signed on behalf of
the Principal was then _____ of said corporation; that I know this person's signature, and the signature
hereto is genuine; and that said Bond was duly signed, sealed, and attested for and in behalf of said corporation by
authority of its governing body.

Dated this _____ day of _____ 20_____.

CORPORATE SEAL

EXHIBIT H – COOK COUNTY PREVAILING WAGE

COOK COUNTY PREVAILING WAGE

CURRENT PREVAILING WAGE RATES CAN BE FOUND AT THE LINK BELOW

<https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

EXHIBIT I – SAMPLE PROJECT COMMUNITY AREA MAP

COMMUNITY AREAS

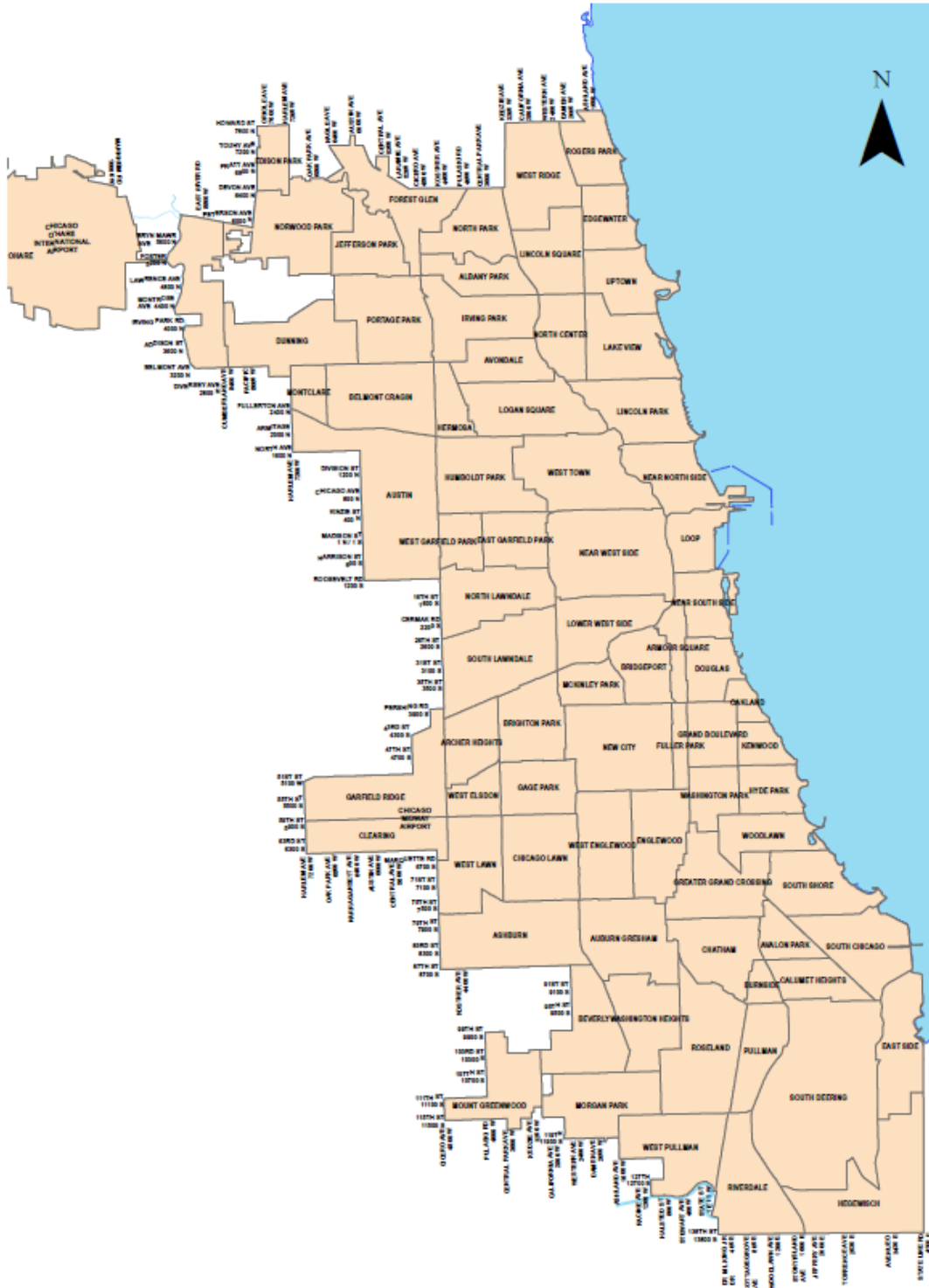


EXHIBIT J – ASSIST AGENCIES

PUBLIC BUILDING COMMISSION OF CHICAGO'S ASSIST AGENCIES

Assist Agencies are comprised of Chamber of Commerce and Not-for-Profit agencies that represent the interests of small, minority- and/or women-owned businesses. If your agency would like to be added to the PBC's Assist Agencies list, please send an email to patricia.montenegro@cityofchicago.org.

African American Contractors Association

PO Box #19670
Chicago, IL 60619
Omar Shareef
312-915-5960
aacanatlassoc@gmail.com
www.aacanatl.org

Black Contractors United

155 North Michigan Avenue
Suite 300
Chicago, IL 60601
Shynetta Dockery
773-617-5672
bcu@blackcontractorsunited.com
blackcontractorsunited.com

CANDO Corporation

1633 S Michigan Ave
Chicago, IL 60615
LaVerne Hall
(312) 488-9338
LHall@candocorp.net

Chatham Business Association: Small Business Development, Inc.

800 E 78th St
Chicago, IL 60619
Melinda Kelly
(773) 994-5006
melindakelly@cbaworks.org
cbaworks.org

Chicago Cook Workforce Partnership

69 W Washington Street
Suite 2860
Chicago, IL 60602
Marissa Lewis
mlewis@chicookworks.org
(312) 603-0200
chicookworks.org

Chicago Minority Supplier Development Council

216 W Jackson Boulevard
Suite 600 Chicago, IL 60606
Debra Jennings-Johnson
(312) 755-8880
info@ChicagoMSDC.org
chicagomsdc.org

Chicago Urban League

4510 S Michigan Ave, 3rd Floor
Chicago, IL 60653
Kelly Evans
(773) 451-3547
kevans@chiul.org
chiul.org

Chicago Women in Trades

2444 W 16th St
Chicago, IL 60608
Jayne Vellinga
(312) 942-1444
jvellinga@cwit2.org
chicagowomenintrades2.org

ConstructConnect

3825 Edwards Road, #800
Cincinnati, OH 45209
Amanda Beyer
(513) 458-5837, Extension 5108336
amanda.beyer@constructconnect.com
ConstructConnect.com

Construction Business Development Center at Prairie State College

202 S Halsted St
Chicago Heights, IL 60411
Cathy Svetanoff
(708) 709-3568
csvetanoff@prairiestate.edu
prairiestate.edu

Federation of Women Contractors

4210 W Irving Park Rd
Chicago, IL 60641
Jaemie Neely
(312) 360-1122
info@fwcchicago.com
fwcchicago.com

HIRE360 Chicago

2301 S Lake Shore Drive
Lakeside Center, Chicago, IL 60616
Deborah Whitaker
(312) 575-2500
dwhitaker@hire360chicago.com
bids@hire360chicago.com

Hispanic American Construction Industry Association

650 W Lake St, #415
Chicago, IL 60661
Ivette Trevino
(312) 575-0389
itrevino@haciaworks.org
haciaworks.org

Illinois Black Chamber of Commerce

411 Hamilton Blvd, #1404
Peoria, IL 61602
Larry Ivory & Kenyatta Fisher
(309) 740-4430
larryivory@illinoisblackchamber.org
kfisher@ibcc.org
illinoisblackchamber.org

Rainbow/PUSH Coalition

930 E 50th St
Chicago, IL 60615
John Mitchell
(773) 256-2766
jmitchell@rainbowpush.org
rainbowpush.org

South Shore Chamber, Inc.

1750 E 71st St
Chicago, IL 60649
Tonya Trice
(773) 955-9508
ttrice@southshorechamberinc.org
southshorechamberinc.org



U.S. Minority Contractors Association

1250 Grove Ave, #200
Barrington, IL 60010
Larry Bullock
(847) 852-5010
larry.bullock@usminoritycontractors.org
usminoritycontractors.org

Women's Business Development Center

8 S Michigan Ave, #400
Chicago, IL 60603
Donna Beasley
(312) 853-3477
dbeasley@wbdc.org
wbdc.org

Women Construction Owners & Executives

308 Circle Ave
Forest Park, IL 60130
Mary Kay Monaghan
(708) 366-1250
mkm@mkmservices.com
wcoesa.org

Last Updated: 4/16/2024 4:22 PM

EXHIBIT K – SAMPLE PROJECT LABOR AGREEMENT

PROJECT LABOR AGREEMENT INSERTED HERE

(If Applicable)



CONCRETE
of Chicago

AP
All-Phase
CONCRETE CONSTRUCTION

AP
All-Phase
CONCRETE CONSTRUCTION

AP
All-Phase
CONCRETE CONSTRUCTION

AP
All-Phase
CONCRETE CONSTRUCTION