PUBLIC BUILDING COMMISSION OF CHICAGO

Request for Proposals (RFP)

PHOTOGRAPHIC DOCUMENTATION SERVICES PS3095

ISSUED: February 27, 2025
SUBMISSION DUE DATE: Thursday, March 20, 2025
By 10:00AM Central Time

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:	

This page MUST be submitted with your Submission

SUBMISSION CHECKLIST

Please review your firm's submission and ensure all applicable forms are completed and additional required documentation is attached. Also, please ensure your firm's electronic submission is organized as noted below.

TAB 1 ***Introductory Information***	
	Cover Sheet – Provide completed Contact Information
	Cover Letter – Signed by Authorized Representative
	Table of Contents
	Executive Summary
	Organization Chart
TAB 2 ***Firm Qualifications, Experience and Past Performance***	
	Qualifications of Firm(s)
	Understanding of State of Illinois and City of Chicago Drone Photography Guidelines including Applicable Certifications and Licenses
TAB 3 ***References***	
	Attachment G - References
TAB 4 ***Project Approach***	
	Provide an overview of the firm's business process from start to finish. Describe firm's process to determine project objectives, key project variables, and timelines. Firm's ability to apply various project approach methodologies to match the requirements of various projects.
TAB 5 ***Qualifications and Relevant Experience of Key Personnel***	
	Qualifications and Experience of Key Personnel
	Key Personnel Matrix
	Key Personnel Resumes & Applicable Licenses
TAB 6 ***Hourly Rates***	
	Provide Hourly Rates spreadsheet for all personnel necessary to complete the required services
TAB 7 ***MBE and WBE Participation***	
	Statement on the understanding and commitment to comply with all Special Conditions for the Utilization of MBE and WBE firms and highlight previous successful MBE and WBE projects
	Current MBE/WBE Certification (if applicable)
TAB 8 ***Financial Statements (Submitted under separate cover)***	
	Financial Statements and Related Information for the last three (3) years (audited or unaudited)
TAB 9 ***Required Forms & Other Documentation***	
	Attachment A – Legal Actions
	Attachment B – Disclosure Affidavit
	Attachment C – Disclosure of Retained Parties
	Attachment D – Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services
	Attachment E – Insurance Requirements (Provide proof of current coverage)
	Attachment G - References

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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, City Colleges of Chicago, Chicago Department of Transportation, Chicago Public Library, Cook County Forest Preserve District, Chicago Public Schools, Chicago Park District, 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 may solicit bids 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.

The Commission, through this Request for Proposals ("RFP"), solicits the proposal of qualified firms (including firms proposing to have a controlling interest in Joint Ventures) to provide Photographic Documentation Services.

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SECTION II – KEY INFORMATION

A. KEY INFORMATION

1) **RESPONDENT CONTACT WITH THE PBC:** The PBC has selected the Contract Officer identified below as the *sole point of contact* regarding this prequalification. **From the date of issuance until selection of the successful Respondent, communication with the PBC concerning this prequalification must be exclusively with:**

Miguel Fernández, Contract Officer
Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, Illinois 60602
miguel.fernandez@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 ……..Thursday, February 27, 2025
- Pre-Submission Conference (Virtual)……Wednesday, March 12, 2025, at 11:00AM Central Time
- Questions Deadline……...Friday, March 14, 2025, by 12:00PM Central Time
- Submission Deadline…….. Thursday, March 20, 2025, by 10:00AM Central Time

3) **Virtual Pre-Submission Conference:** The PBC will be hosting a Pre-submission Conference to provide an overview of the Photographic Documentation Services being requested, detailed information regarding this Request for Proposal, including 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:	Photographic Documentation Services Pre-Submission
Meeting Phone Number:	312-626-6799
Meeting ID:	843 5488 9064
Meeting Passcode:	None required

4) **RFP AVAILABILITY:** Copies of the RFP are available from the PBC website under Current Opportunities Tab at: https://pbcchicago.com/opportunities/rfpphotodocps3095/

Any addenda that are issued will be posted to the above listed link. The Respondent shall acknowledge any addenda that are issued in the Cover Letter.

The Commission will not be liable for a Consultant's failure to obtain or download any addenda issued for a Request for Proposals.

5) **QUESTIONS:** Questions and requests for Information must be sent to Public Building Commission of Chicago, Attn: Miguel Fernández, Contract Officer by email at miguel.fernandez@cityofchicago.org. Questions must be submitted by 12:00PM Central Time on Friday, March 14, 2025.

6) **SUBMISSION OF DOCUMENTS:**

Submit electronically one (1) complete copy of all required documents, other than financial documents which must be submitted separately, tabbed and ordered as requested by this RFP in a single searchable .pdf via email to: miguel.fernandez@cityofchicago.org and pbc-procurement@cityofchicago.org

If your electronic submission is larger than 25mb, please provide access to your submission via Dropbox or another secure program/link.

If you are unable to submit your submission electronically, please provide a written request for alternate submission to James L. Borkman, Director of Procurement, at James.Borkman@cityofchicago.org. Please detail the reasons you are unable to provide an electronic response. PBC reserves the right to request more information. The Commission's decision to allow an alternative submission will be binding.

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

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

8) **ADDENDA:** Any interpretations, corrections, or changes to this RFP will be made by addenda issued by the Commission. Addenda are posted on the Commission's website at: www.pbcchicago.com. It is the responsibility of the Respondent(s)

to inquire as to the issuance of any addenda. Respondent(s) shall acknowledge receipt of all addenda in the cover letter of the response.

9) **FALSE STATEMENTS:** Any false statement(s) made by the Respondent(s) will void the response and eliminate the Respondent(s) from further consideration.

10) **MBE/WBE CERTIFICATION:** The PBC only issues credit for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by the City of Chicago and Cook County. However, if a firm is MBE or WBE certified by another agency, please include such information as applicable.

11) **DEBARMENT:** Any firm debarred by the City of Chicago, Sister Agencies, local, state or federal agencies will void the response and eliminate the Respondent(s) from further consideration.

12) **CONFIDENTIALITY:** Respondent may designate those portions of the Submittal which contain trade secrets or other information the Respondent deems as proprietary or privileged (including financial information) as confidential. 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 clearly demarcate the bottom of each page containing confidential information as "CONFIDENTIAL."

13) **TERMINOLOGY:** Any reference throughout this document referring to Bidder, Consultant, Proposer, or any variation thereof expressly means Respondent.

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SECTION III – DEFINITIONS

A. DEFINITIONS

Throughout this Request for Proposals (RFP) these terms have the following meanings:

1. **PBC or Commission** means the Public Building Commission of Chicago.
2. **Agreement** means the contract for Photographic Documentation Services for various projects that is to be entered into between the PBC and the selected Respondent(s) pursuant to this RFP.
3. **Authorized Commission Representative** means one or more persons designated in writing by the Executive Director for the purposes of assisting the PBC in managing the Project. As specifically directed by the PBC, the Authorized Commission Representative will act on behalf of the PBC.
4. **Camera Infrastructure** means the installation of cameras and supporting fiber.
5. **Drawing Scrubbing** means taking electronic files of the projects drawings (usually full construction drawings) and distilling them down to simple plans for photographic services use; usually for a diagrammatic key plan.
6. **Include** means that whenever the term "include" (in any of its forms) is used, it means "include, without limitation."
7. **Joint Venture** means an association of two or more persons or entities or any combination of two or more business enterprises and persons numbering two or more, proposing to perform a single for-profit business enterprise, in which each joint venture partner contributes property, capital, efforts, skill and knowledge.
8. **Mock-up** means photographing an on-site construction mock-up built by a General Contractor to be approved by the Owner.
9. **Notice to Proceed** is a document issued either with or after the Task Order authorizing the consultant to proceed with the tasks as described in the Task Order.
10. **Respondent** means the firm(s), individual(s), corporation(s), partnership(s) and joint venture(s) that submit responses pursuant to this RFP.
11. **Selected Respondent(s)** means the individual(s), partnership(s), corporation(s) or joint venture(s) that the PBC selects for award of a contract pursuant to the RFP.
12. **Services** mean all the tasks for which the PBC engages the Selected Respondent.
13. **Sub-consultant** means individual(s), partnership(s), corporation(s), or joint venture(s) that the Respondent engages to provide specialized services required by the Agreement.
14. **Submittal or Submission** means all materials provided in response to this RFP.
15. **Task Order** means a document issued by the Commission to the Consultant that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees. Issuance of Task order does not authorize work to commence. Should Consultant commence work prior to the issuance of a Notice to Proceed, the PBC will not be responsible for costs incurred for work not authorized to proceed.

B. INTERPRETATIONS

1. Any headings in this RFP are for convenience of reference only and do not define, limit, control or affect the meaning of the RFP's provisions. In this RFP, unless the context otherwise requires, the terms "hereby," "herein," "hereof," "hereto," "hereunder" and any similar terms used in this RFP refer to this RFP. All section references, unless otherwise expressly indicated, are to sections of this RFP. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words indicating the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions of this RFP and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFP.

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SECTION IV – SCOPE OF SERVICES

A. SCOPE OF SERVICES

The PBC requires comprehensive photographic documentation services to be conducted using various photographic progressions. The services extend beyond documentation and would include organization, management, storage, online viewing, and sharing capabilities of the project imagery to the PBC's stakeholders.

B. PROJECT TYPOLOGIES

- Market Sectors:
  - Education Pre-K to 12;
  - Higher Education;
  - Libraries;
  - Park and Recreational Facilities;
  - Municipal Facilities (including but not limited to Police and Fire Stations);
  - Site Improvements;
  - Sewer and/or water infrastructure;
  - Bridges;
  - Shoreline;
  - Streetscape;
  - Viaducts;
  - Camera Infrastructure; and
  - Other
- Locations: City of Chicago, Cook County and surrounding areas
- Typical Project Size: Range from 5,000sf to 150,000sf
- Typical Project Construction Duration: 3-24 months

C. DOCUMENTATION

1. **Progression Documentation Sets**

   Each photograph shall be identified by "Shoot Type" and "Photo Number" and shall be taken from the same location as previous photographs with the same photographic identification.

   All high-resolution photographs shall be linked and catalogued by date and location.

   Progression Sets shall be captured from logical perspectives.

2. **Shoot Types**

   Below are specifications for the various Shoot Types for which a Consultant shall be responsible for providing:

   a. **Type: Site Survey As-Builts**
   Area: Existing site overview.
   Description: Site Survey As-Builts shall capture and memorialize the conditions of every sidewalk, curb, gutter, street, and adjacent building in overlapping photography.
   Provided Referenced Drawings: Existing Site Survey Plan, DWG AutoCAD or Revit, and pdf format.

   b. **Type**: **Exterior Progressions**
   Area: Key perspectives, 360° around building
   Trigger Event: Once building construction has reached the grade level
   Frequency: Monthly (within 5 business days +/-)
   Quantity: MONTHLY - Depending on project
   Description: Exterior progressions shall track the construction of the building envelop work within the immediate vicinity of the building.
   Provided Referenced Drawings: Architectural Site Plan, DWG AutoCAD or Revit, and pdf format

   c. **Type: Interior Progressions**
   Area: All levels, all rooms.
   Trigger Event: Once substantial interior framing has been erected and at beginning of rough-ins.
   Description: Interior progressions for shell portion shall capture, shots per area (amount as required) including but not limited to: Substantial Framing, Substantial Rough-in, Insulation/Drywall, Cover Up, and Finish Trim.
   Provided Referenced Drawings: Architectural floor plans: DWG AutoCAD or Revit, and pdf format.

d. **Type: MEP As-Builts**
Area: All levels, all rooms.
Trigger Event: Post inspection, prior to insulation.
Description: All in-wall and ceiling mechanical, electrical and plumbing systems. Conducted post inspection, prior to work being concealed, or as directed by PBC.
Required Drawings: Architectural floor plans: DWG AutoCAD or Revit, and pdf format.

e. **Type: Roof As-Builts**
Area: Exterior roof.
Trigger Event: Prior to construction.
Description: Captures the conditions of the building's roof at a specific construction milestone designated and prior to the installation of the outer layer. Conducted post inspection, prior to work being concealed, or as directed by PBC.
Required Drawings: Architectural roof plan: DWG AutoCAD or Revit, and pdf format.

f. **Type: Mock-ups**
Area: As listed in the design documents or required by PBC.
Trigger Event: As required.
Frequency: As required.
Quantity: As required.
Description: As listed in the design documents.
Provided Referenced Drawings: DWG AutoCAD or Revit, and pdf format, and project specifications.

g. **Type: As-Builts**
The PBC shall be responsible for communicating project construction schedules with the designated Consultant, including providing updates and changes to the critical path schedule.

All high-resolution photographs shall be linked and catalogued by both time/date and location.

h. **Type: Aerial Slideshows**
Collection of photos captured while photographing the project site to perform a contracted shoot. This may include photos utilizing a drone.

All high-resolution photographs shall be linked and catalogued by both time/date and location.

i. **Type: Slideshows**
Unplanned, unspecific collection of photos captures while photographing the project site to perform a contracted shoot.

All high-resolution photographs shall be linked and catalogued by both time/date and location.

j. **Type: Others**
As required by PBC.

3. **Personalized Photo Documentation Sets (Slideshows and Albums)**
Personalized Photo Documentation Sets (Slideshows and Albums) shall allow for PBC to **upload images taken by project team, in addition to the Vendor's photographer, which do not fit into any regular monthly photo path. This may include photos associated with: RFI's, Change Orders, Aerials, LEED Documentation, etc. Photos can be organized within personally created "Albums".**

4. **Additional On-Site Services**
Webcams/Timelapse: Live conditions on a construction site to document ongoing conditions of project activities.
Video: Consultant shall provide construction audio and video solutions to support project management activities from walkthroughs, equipment inspections, installations, training sessions, facility maintenance instructions and other special events.

D. ADMINISTRATION

The following represent administrative processes that shall be provided by the Consultant as part of their services for all projects.

1. **Project Setup** shall be a required component of all projects which would allow for:
    a. Pre-documentation and on-going consultations with the PBC identifying project-specific needs, appropriate documentation intervals and common or custom elements requiring detailed photo sets
    b. Introduction and training sessions for the Project Team members
    c. Drawing scrubbing to make ready for use
    d. Website development specific to the project
    e. Baseline schedule analysis in order to evaluate and estimate appropriate photo set intervals and durations for each project
    f. Determination of optimal photograph locations/perspectives ("hotspots") based on the site plans and building floor plans provided by the PBC or their agent(s) and designed to capture the total progress of construction at the agreed upon intervals and/or milestones
    g. Linking each photo set to the appropriate location on the site plans and/or floor plans of the project
    h. Project user setup including passwords and levels of access
    i. Weekly project update notifications

2. **Multifaceted Access**
    a. Users shall receive their own individual username and password which shall allow them access to specified documentation
    b. The PBC, or its designated PBC contact, shall specify what parts/ level of access to the documentation that the user shall receive.
    c. Users shall be responsible to manage the security of their individual usernames and password
    d. Unlimited amount of individual users can be added to the documentation
    e. Request to set up individual user must come from the PBC or its designated PBC contact
    f. Facilitate and manage multifaceted access to the documentation all of which shall be prescribed and verified by the PBC on a quarterly basis for access rights and privileges.
        i. Full Level access to the entire documentation
        ii. Limited Level access of the documentation, includes progression and slideshow sets

3. **Online Access Interface**
    a. All projects are to include an online access interface tool for communication and collaboration.
    b. Users should be able to add comments to any documentation set or individual photographs.
    c. Photographs can be exported to print or email from the interface; including shoot type, date and location; and available public comments that have been assigned to that photograph.
    d. The PBC, or its designated contact, shall control the access interface privileges given to each user.
    e. Each user shall be provided either:
        i. Read/Write privileges
        ii. Read Only privileges
        iii. None

4. **Hosting**
    a. Documentation shall be securely hosted on the Consultant's website
    b. Consultant must partner with a premiere online security company to provide up to 256-bit; 128-bit minimum of SSL encryption on all documentation
    c. Documentation shall be available on-line, password protected, and SSL encrypted for the term covered by this contract and for an additional twelve (12) months thereafter
    d. Systems shall reside on internal main server clusters that are complimented by backup servers
    e. Incremental Daily backup of files, photographs and other server content shall be stored with a reasonable failsafe period. Consultant to recommend reasonable failsafe period.
    f. Data shall incrementally be backed up every fifteen (15) minutes to local machines with daily full backup to offsite storage

g. Servers shall utilize multiple drives configured in a highly stable array

5. **Training and Kick-off Meetings**

The Consultant shall provide the following product and technology training to the project team/firms:

a. PBC's Kick-Off Meeting

i. Intended for the PBC, Architect, Facility Management, Commissioning Teams, Lenders, and other members as required.
ii. Meeting shall provide an overview of the Consultant's technology and shall cover navigation, communications within the system and major uses during construction, post construction, claims, facility management and the overall benefits of having comprehensive photo documentation services.

b. Site Kick-Off Meeting

i. Intended for the PM, CM and team leads for the Major sub-contractors
ii. Meeting shall provide an overview of the technology and shall cover navigation, communications within the system and major uses during construction
iii. Provide direction of scheduling and integration of service into the construction schedule

c. Scheduling-related meetings shall be requested from time to time and held at no additional fee

6. **Mobile Access**

Provide access via a mobile web application which would run through a mobile device's native web browser. The mobile access would allow for viewing of floor plans, slideshows and photos; all organized through a file management system for ease. All additional features are at the discretion of the provider based on their application offerings.

7. **File Storage**

Consultant shall allow for the PBC to upload relative files, example – closeout documents, material specifications, manufacturer brochures.

8. **End of Project Archiving**

At the scheduled completion milestone of the project services, the PBC shall receive copies of the project documentation.

Project documentation shall include all proprietary software used to organize and navigate the digital content.

Each archived copy of the documentation shall be stored on its own storage medium.

The PBC shall receive digital copies of the archived documentation.

The PBC shall reserve the right to copy, backup and distribute any documentation provided by the Consultant in the PBC's normal course of business.

All photographs are third party and shall be available to the PBC, online and catalogued, within 24-48 hours after being captured.

The Commission reserves right to add, delete, modify, change, or otherwise amend the Services required to be performed by the Selected Respondent.

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SECTION V – EVALUATION CRITERIA

A. EVALUATION PROCESS

An Evaluation Committee (EC) will review the Respondent's qualifications 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 select the most highly-qualified Respondents. The Commission expects to award a contract in the amount not-to-exceed $500,000.00.

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 Executive Director, to be in the best interest of the PBC.

B. EVALUATION CRITERIA

The Respondent will be evaluated on:

1. **FIRM QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE (25%) - TAB 2**

   a. The quality of the depth, breadth and relevance of Respondent's recent experience, capabilities and resources in the Chicago Metropolitan area, at both the corporate and individual levels, in providing in-depth photographic documentation services.

   b. The quality of the Respondent's depth and breadth of completing photographic documentation services in both new construction and renovation of the following project types:

      i. Education Pre-K to 12;
      ii. Higher Education;
      iii. Libraries;
      iv. Parks and Recreational Facilities;
      v. Municipal Facilities (including but not limited to Police and Fire Stations);
      vi. Site Improvements;
      vii. Sewer and/or water infrastructure;
      viii. Bridges;
      ix. Shoreline;
      x. Streetscape;
      xi. Viaducts;
      xii. Camera Infrastructure; and
      xiii. Other

   c. Evidence of your understanding of the State of Illinois and City of Chicago Drone Photography Guidelines and acknowledge understanding of the FAA's Small Unmanned Aircraft Regulations (Part 107). Provide any current certifications and all applicable licenses required for drone photography your firm maintains.

2. **REFERENCES (5%) - TAB 3**

   a. Provide, at minimum, three (3) references for the Clients identified in Firm Experience and Past Performance. References cannot be current PBC employees. For purposes of this RFP, all Respondents shall complete Attachment G – References. Duplicate FORM as necessary.

3. **PROJECT APPROACH (15%) - TAB 4**

   a. Provide an overview of your firms business process from start to finish regarding various project types. Include specifics about your firm's ability to provide ALL services requested in the Scope of Services in the RFP.

   b. Describe in detail your firm's process to determine project objectives, key project variables, and timelines.

   c. Detail your firm's ability to apply various project approach methodologies to match the requirements of various projects.

4. **QUALIFICATIONS AND RELEVANT EXPERIENCE OF KEY PERSONNEL (20%) - TAB 5**

   a. The breadth, depth, and relevance of qualifications of key personnel, including education, training, job performance in similar capacities on comparable projects and previous experience in providing the required services.

   b. The relevance of project types on which key personnel have provided required services.

   c. Key Personnel matrix of all the proposed Key Personnel that will work on PBC projects in alphabetical order by last name. The matrix shall include the firm with which Key Personnel is employed and the number of years with current firm.

   d. Resumes of Key Personnel in alphabetical order by last name and applicable licenses.

5. **HOURLY RATES (15%) - TAB 6**

   a. Evaluate the Hourly Rates spreadsheet for all personnel, listed in Section VI Submission Requirements and any additional positions as necessary, involved in the execution of the requested services.

6. **MBE/WBE PARTICIPATION (20%) - TAB 7**

   a. The quality of the Respondent's statement of understanding and commitment to comply with the PBC's Special Conditions found in Attachment D as evidenced in the Executive Summary. In addition, the PBC will evaluate the Respondent's past performance in meeting and/or exceeding the MBE and WBE goals on PBC and Non-PBC projects as indicated in Attachment D. Please be advised the contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both, as noted in Attachment D.

C. OTHER EVALUATION CONSIDERATIONS

1. **FINANCIAL STRENGTH**
   The PBC will evaluate the Respondent's demonstrated financial stability, as evidenced in the documents and references provided in Respondent's submission.

2. **CONTRACT TERMS AND CONDITIONS**
   Evidence of the Respondent's understanding of the PBC's standard terms and conditions found in Attachment F, "Sample Form of Agreement" to this RFP.

3. **RFP COMPLIANCE / RESPONSIVENESS**
   The PBC will review the quality, completeness and comprehensiveness of response to this RFP and compliance with each of the submission requirements.

4. **INSURANCE**
   For purposes of this RFP, all Respondents shall provide a Certificate of Insurance showcasing their current coverage limits. (Refer to ATACHMENT E - Insurance Requirements)

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SECTION VI – SUBMISSION REQUIREMENTS

A. GENERAL INSTRUCTIONS

These instructions describe the format and content of the submission. These directions are designed to facilitate a fair and uniform review process. Failure to adhere to this format will 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. Number of Submissions

- Submit **1 electronic copy of all required documents in PDF form, must be a single searchable PDF document; and,**
- Submit **1 electronic copy (SEPARATELY) of the financial documents.**

2. Submissions must be emailed to the attention of Miguel Fernández, Contract Officer at: miguel.fernandez@cityofchicago.org and pbc-procurement@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 another secure program/link.

B. SUBMISSION REQUIREMENTS

1. INTRODUCTORY INFORMATION (TAB 1)

a. **COVER SHEET:** Provide the Cover Sheet with completed Contact Information.

b. **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. The letter must include the Respondent's mailing address, e-mail address, fax number and telephone number.

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.

The Cover Letter must identify all firms in the project team composition, as well as must indicate the Respondent is prepared to enter into an agreement in similar form to Attachment F – Sample Form of Agreement which contains the Commission's standard Terms and Conditions of the agreement.

Respondent must also acknowledge any addenda issued and posted to the PBC website www.pbcchicago.com in the Cover Letter.

A statement regarding the Respondent's understanding and commitment to comply with all Insurance Requirements evidenced in Attachment E – Insurance Requirements.

c. **TABLE OF CONTENTS:** The Respondent must include a table of contents in its Submission. Submissions must be page-numbered sequentially from front to back.

d. **EXECUTIVE SUMMARY:** The Respondent must prepare an Executive Summary and overview of the services it is proposing including all of the following information:

i. Demonstrate that the Respondent has a clear understanding of the services as specified in the Scope of Services located herein. Please limit to no more than one page.
ii. Describe the Respondent's internal process to perform the required services.

e. **ORGANIZATION CHART:** Provide an organization chart illustrating the structure of the Respondent's proposed team to work on PBC projects. This would include senior management, executives, principals, project managers, project estimators, administrative assistants, or other professionals that are employed by the firm who are being proposed as part of the team who would be assigned to work on PBC projects. If joint venture or if MBE/WBE firms are included as a sub-consultant, the chart should clearly identify how the management and personnel would be integrated into the team and utilized.

2. FIRM QUALIFICATIONS, EXPERIENCE AND PAST PERFORMANCE (TAB 2)

a. **QUALIFICATION OF THE FIRM(S)**

i. Describe the depth, breadth and relevance of Respondent's recent experience, capabilities and resources in the Chicago Metropolitan area, at both the corporate and individual levels, in providing in-depth photographic documentation services.

ii. Demonstrate the Respondent's photographic documentation experience in both new construction and renovation of the following project types:

- Education Pre-K to 12;
- Higher Education;
- Libraries;
- Parks and Recreational Facilities;
- Municipal Facilities (including but not limited to Police and Fire Stations);
- Site Improvements;
- Sewer and/or water infrastructure;
- Bridges;
- Shoreline;
- Streetscape;
- Viaducts;
- Camera Infrastructure; and
- Other

iii. Describe the Respondent's understanding of the State of Illinois and City of Chicago Drone Photography Guidelines. Describe the Respondent's understanding of the FAA's Small Unmanned Aircraft Regulations (Part 107), how your firm complies, provide any certifications and licenses required for drone photography flying.

3. REFERENCES (TAB 3)

a. Provide at minimum, three (3) references for the Clients identified in Firm Experience and Past Performance. References cannot be current PBC employees. For purposes of this RFP, all Respondents shall complete Attachment G – References. Duplicate FORM as necessary.

4. PROJECT APPROACH (TAB 4)

a. Provide an overview of your firms business process from start to finish regarding various project types. Include specifics about your firm's ability to provide ALL services requested in the Scope of Services in the RFP.

b. Describe in detail your firm's process to determine project objectives, key project variables, and timelines.

c. Detail your firm's ability to apply various project approach methodologies to match the requirements of various projects.

5. QUALIFICATIONS AND RELEVANT EXPERIENCE OF KEY PERSONNEL (TAB 5)

a. The breadth, depth, and relevance of qualifications of key personnel, including education, training, job performance in similar capacities on comparable projects and previous experience in providing the required services.

b. The relevance of project types on which key personnel have provided required services.

c. Key Personnel matrix of all the proposed Key Personnel that will work on PBC projects in alphabetical order by last name. The matrix shall include the firm with which Key Personnel is employed and the number of years with the current firm.

d. Resumes of Key Personnel in alphabetical order by last name and applicable licenses.

6. HOURLY RATES (TAB 6)

Provide a spreadsheet with the hourly rates of the following personnel. If there are additional staff you deem necessary to complete the required services, please provide the title and an explanation for the need of the service that person provides, along with the appropriate billing rate. Add additional positions as necessary:

a. Principal In Charge
b. Operations Manager
c. Photographer
d. Project Implementation Manager
e. Software Technician

7. MBE and WBE PARTICIPATION (TAB 7)

a. **MBE/WBE**

i. Provide a statement regarding the Respondent's understanding and commitment to comply with all Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises on assigned Task Orders as may be required. Respondents should highlight previous successful MBE and WBE projects (both PBC and non-PBC). Please limit to one page.

ii. If applicable, Respondent must furnish a copy of its most current MBE/WBE Certification Letter from the City of Chicago or Cook County (the only two Certifications accepted by the Commission).

8. FINANCIAL STATEMENTS (TAB 8 - SUBMIT SEPARATELY)

The Respondent shall furnish audited financial statements including notes, such as but not limited to balance sheets and/or profit and loss statements, for the last three (3) years demonstrating the Respondent has the financial viability and ability to perform the Services. In the event Respondent does not have audited financial statements, Respondent may submit a review or compilation prepared by an outside accountant with the notes. The Commission, however, reserves the right to request additional information. The Respondent shall also submit annual reports and a written disclosure advising of any pending litigation against the Respondent that may have a material effect in Respondent ability to provide the Services.

9. REQUIRED FORMS & OTHER DOCUMENTATION (TAB 9)

a. ATTACHMENT A – LEGAL ACTIONS (attach additional information as necessary)
b. ATTACHMENT B – DISCLOSURE AFFIDAVIT
c. ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES
d. ATTACHMENT D – SPECIAL CONDITIONS REGARDING THE UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES FOR PROFESSIONAL SERVICES
e. ATTACHMENT E – INSURANCE REQUIREMENTS (Provide proof of current coverage)
f. ATTACHMENT G – REFERENCES

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.

ATTACHMENT A – 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?	☐	☐
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?	☐	☐
If the answer to the preceding question is "Yes", provide the requisite explanation on a separate sheet and include the date(s) of filing with the corresponding dollar amount of claims (or judgments and the contract value of the contract).		
Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?	☐	☐
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?	☐	☐
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?	☐	☐
Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?	☐	☐
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)?	☐	☐
Has the firm or venture ever failed to complete any work awarded to it?	☐	☐

ATTACHMENT B – 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:			

☐ Sale or purchase of land
☐ Construction Contract
☐ Professional Services Agreement
☐ Other _____

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".

☐ Corporation
☐ Partnership
☐ Sole Proprietorship
☐ Joint Venture
☐ Limited Liability Company
☐ Limited Liability Partnership
☐ Not-for-profit Corporation
☐ Other: _____

ATTACHMENT B – 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:	☐ Yes ☐ No
City/State/ZIP:	
Telephone:	

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

Name	Title

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

Name	Address	Ownership Interest Percentage
		%
		%
		%

LLC's only, indicate Management Type and Name:

☐ Member-managed	☐ Manager-managed	**Name:**	

Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?	☐ Yes ☐ No

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.

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:	
If the answer is no, please complete the following two sections.	☐ Yes ☐ 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**

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-rigging[2] in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of Submission of this bid, proposal or response.

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

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

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

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

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

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

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

B. SUBCONTRACTORS

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, disclosures substantially in the form of Section 1, and certifications substantially in the form of Section 2, of this Disclosure Affidavit. Based on such disclosures and certification(s), and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct described as prohibited in this document; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section 2 which is matter of record but has/have not been prosecuted for such conduct.

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

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

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

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

C. STATE TAX DELINQUENCIES

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

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

3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages if necessary.

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

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

D. OTHER TAXES/FEES

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

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

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

E. PUNISHMENT

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

F. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS

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

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

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

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.

   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

ATTACHMENT C – DISCLOSURE OF RETAINED PARTIES

Definitions and Disclosure Requirements

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

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

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

Certification

Consultant hereby certifies as follows:

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant:

EACH AND EVERY lobbyist retained or anticipated to be retained by the Consultant with respect to or in connection with the contract listed below. Attach additional pages if necessary.

Retained Parties:

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

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

The Consultant understands and agrees as follows:

a. The information provided herein is a material inducement to the Commission execution of the contract or other action with respect to which this Disclosure of Retained Parties form is being executed, and the Commission may rely on the information provided herein. Furthermore, if the Commission determines that any information provided herein is false, incomplete, or inaccurate, the Commission may terminate the contract or other transaction; terminate the Consultant's participation in the contract or other transactions with the Commission.

b. If the Consultant is uncertain whether a disclosure is required, the Consultant must either ask the Commission's Representative or his or her manager whether disclosure is required or make the disclosure.

c. This Disclosure of Retained Parties form, some or all of the information provided herein, and any attachments may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. The Consultant waives and releases any possible rights or claims it may have against the Commission in connection with the public release of information contained in the completed Disclosure of Retained Parties form and any attachments.

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

_____ _____
Signature Date

_____ _____
Name (Type or Print) Title

Subscribed and sworn to before me

this _____ day of _____ 20__

_____
Notary Public

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

1. Policy Statement

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

   b. The Commission requires the Consultant also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.

   c. The Commission requires the Consultant to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

   a. Upon the effective date of these Special Conditions, the bi-annual aspirational goals are to award **25%** of the annual dollar value of Commission Professional Service Contracts to MBEs and **5%** of the annual dollar value of Commission Professional Service Contracts to WBEs.

   b. The contract specific goal for MBE/WBE participation is a minimum of 30% MBE/WBE. This goal may be met by participation of a MBE firm, WBE firm, or a combination of both.

   c. Further, the Professional Service Provider must agree to use its best efforts to include MBE and WBE firms in any Contract modification work that increases the Contract value. Where the proposed contract modification involves work which can be performed by MBEs and WBEs already performing work on the contract such MBEs and WBEs will participate in such work specified in the contract modification.

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

3. Definitions

   a. For purposes of this Special Condition, the following definitions applies:

      i. Certified Minority Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

      ii. Certified Women's Business Enterprise" means a person or entity granted certification by the City of Chicago or County of Cook.

      iii. "Professional Service Contract" means a contract for professional services of any type.

      iv. "Contract Specific Goals" means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the Commission's progress towards meeting the aspirational goals.

      v. "Consultant" means any person or business entity that seeks to enter into a Professional Services Contract with the Commission and includes all partners, affiliates and Joint Ventures of such person or entity.

      vi. "Established Business" means a person or entity granted certification by the City of Chicago.

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

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

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

x. "Participating Established Business" means an established business which is eligible to participate in the minority- and women-owned business enterprise program set forth in Section 8 below.

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

xii. "Program" means the minority- and women-owned business enterprise professional service procurement program established in this special condition.

4. Determining MBE/WBE Utilization

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

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

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

c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible Joint Venture equal to the percentage of the Ownership and control of the MBE or WBE partner in the Joint Venture. A Joint Venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A Joint Venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the Joint Venture:

    i. Shares in the Ownership, control, management responsibilities, risks and profits of the Joint Venture; and
    ii. Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE Ownership percentage.

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

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

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

g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Bid Proposals

   a. The following schedules and documents constitute the Proposer's MBE/WBE compliance proposal and must be submitted at the time of the proposal.

      i. Evidence of Certification: Affidavit of MBE/WBE. A copy of each proposed MBE and WBE firm's Letter of Certification from the City of Chicago, Department of Procurement Services or any other entity accepted by the Public Building Commission of Chicago must be submitted. The PBC accepts certification by the City of Chicago, and County of Cook.

      ii. Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Ventures. Where the Proposer's MBE/WBE compliance proposal includes participation of any MBE or WBE as a joint venture participant, the Proposer must submit a "Schedule B: Affidavit of MBE/Non-MBE or WBE/Non-WBE Joint Venture" with an attached copy of the joint venture agreement proposed among the parties. The Schedule B and the joint venture agreement must clearly evidence that the MBE or WBE participant will be responsible for a clearly defined portion of the work to be performed and that the MBE or WBE firm's responsibilities are in proportion with its ownership percentage.

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

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

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

6. Evaluation of Compliance Proposals

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

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

   c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the Commission. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the Commission of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

   d. If the Compliance Proposal includes participation by material suppliers, the PBC will request copies of the offers from such suppliers. The offers must be furnished to the PBC within three (3) business days of the bidder's receipt of the request for such offers from the PBC. The PBC may make such request by electronic mail. The offers must specify: (i) the particular materials,

equipment and/or supplies that will be furnished; (ii) the supplier's price for each of the items; (iii) the total price of the items to be furnished by the supplier, (iv) the supplier's source for the items (e.g., manufacturer, wholesaler) and (v) the subcontractor that the supplies will be purchased by.

7. Request for Waiver

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

b. Good Faith efforts to achieve participation include but are not limited to:

1) Attendance at the Pre-bid conference;

2) Solicit certified MBE and WBE firms. Soliciting through reasonable and available means at least 50% of MBE and WBE firms certified in the anticipated scope(s) of work.

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

4) Advertise the contract opportunity in trade association newsletters, other media, and/or venues oriented toward and minority and woman-oriented;

5) Timely notification (at least seven (7) days in advance of the bid due date) of specific sub-bid opportunities must be made to MBE and WBE firms and corresponding assistance agencies/ associations;

6) Provide interested MBE and WBE firms with adequate information regarding the plans, specifications, and contract requirements in a timely manner;

7) Make efforts to assist interested MBE and WBE firms in obtaining bonding, lines of credit, or insurance;

8) Make efforts to assist interested MBE and WBE firms in obtaining necessary equipment, supplies, materials, or related assistance/services;

9) Effectively use the services of the City; minority or women community organizations/assistance groups, and other organizations to provide assistance in the recruitment and placement of MBE and WBE firms.

10) Negotiate in good faith with interested MBE/WBE firms and provide a description of direct negotiations with MBE and WBE firms for specific sub-bids, including:

a. The name, address and telephone number of MBE and WBE firms contacted;
b. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
c. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.

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

12) Decision to reject MBE and WBE firms deemed unqualified must be sound and based on a thorough investigation of firms capabilities. As to each MBE and WBE contacted which the Bidder considers to be not qualified, a detailed statement of the reasons for the Bidder's conclusion;

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

14) Must take appropriate, documented steps to follow up initial solicitations with interested MBE and WBE firms.

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

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

1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are

unavailable despite the good faith efforts of the Bidder;

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

8. Established Business Participation in the MBE and WBE Procurement Program

a. A local business entity which meets all the requirements to be certified as an MBE or WBE under this article except that it has become an established business may participate in the minority- and women-owned business enterprise program as follows:

(1) For a one-year period after the business entity has become an established business, only 75 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4;

(2) For a one-year period starting on the one-year anniversary of the date the business entity became an established business, only 50 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

(3) For a one-year period starting on the two-year anniversary of the date the business entity became an established business, only 25 percent of such business's participation in the Contract shall account for the MBE or WBE, as applicable, participation requirement set forth in Section 4.

b. An Establish Business entity shall not be eligible to participate in the minority- and women-owned business enterprise procurement program starting on the three-year anniversary of the date the business entity became an established business.

9. Failure To Achieve Goals

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

1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.

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

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

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

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

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

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

8) Making efforts to assist interested MBEs or WBEs in obtaining bonding lines of credit or insurance as required by the

Commission or Consultant.

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

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

b. In the event the Public Building Commission determines that the Consultant did not make a good faith effort to achieve the goals, the Consultant may file a dispute to the Executive Director as provided in Article XI of the Standard Terms and Conditions.

10. Reporting and Record-Keeping Requirements

a. The Professional Service Provider, within 5 working days of contract award, must execute a formal subcontract or purchase order in compliance with the terms of the Professional Service Provider's proposal and MBE/WBE assurances. Upon request by the PBC, the Professional Service Provider must provide copies of the contracts or purchase orders executed between it and the MBE and WBE firms. During the performance of the contract, the Professional Service Provider will submit partial and final waivers of lien from MBE and WBE sub-consultant and suppliers indicating the current payment amount and the cumulative dollar amount of payments made to date.

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

c. The Professional Service Provider will file regular MBE and WBE utilization reports on the form entitled "Status Report of MBE and WBE Sub-Contract Payments", at the time of submitting each monthly invoice. The report should indicate the current and cumulative payments to the MBE and WBE sub-contractors.

11. Disqualification of MBE or WBE

a. The Contract may be terminated by the Executive Director upon the disqualification of the Professional Service Provider as an MBE or WBE if the sub-consultants status as an MBE or WBE was a factor in the award and such status was misrepresented by the Professional Service Provider.

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

12. Prohibition On Changes To MBE/WBE Commitments

The Consultant must not make changes to its contractual MBE and WBE commitments or substitute such MBE or WBE subconsultants without the prior written approval of the Executive Director. Unauthorized changes or substitutions, including performing the work designated for a subconsultant with the Consultant's own forces, is a violation of this section and a breach of the contract with the Commission, and may cause termination of the contract for breach, and/or subject the Consultant to contract remedies or other sanctions. The facts supporting the request must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract.

13. MBE/WBE Substitution Requirements and Procedures

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

will be as follows:

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

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

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

4) The Consultant's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

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

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

   i) The Executive Director will not approve extra payment for escalated costs incurred by the Consultant when a substitution of subconsultants becomes necessary for the Consultant in order to comply with MBE/WBE contract requirements.

   ii) No relief of the MBE/WBE requirements will be granted by the Executive Director except in exceptional circumstances. Requests for complete or partial waiver of the MBE/WBE requirements of this contract must be made in writing, stating all details of the request, the circumstances, and any additional relevant information. The request must be accompanied by a record of all efforts taken by the Consultant to locate specific firms, solicit MBE and WBE bids, seek assistance from technical assistance agencies, and other good faith efforts undertaken to achieve compliance with the MBE/WBE goals.

14. Non-Compliance

b. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.

c. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the Commission will be damaged in the failure to provide the benefit of participation to minority or women business to the degree set forth in this Special Condition. In that case, the Commission may disqualify the Professional Service Provider from entering into future contracts with the Commission.

15. Severability

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

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

SCHEDULE B - Joint Venture Affidavit (1 of 3)

This form is not required if for a Joint Venture where all parties are certified MBE/WBE firms. In such case, however, a written Joint Venture agreement among the MBE/WBE firms should be submitted. Each MBE/WBE Joint Venturer must also attach a copy of their current certification letter.

1. Name of Joint Venture _____

2. Address of Joint Venture _____

3. Phone number of Joint Venture _____

4. Identify the firms that comprise the Joint Venture

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

   b. Describe very briefly the experience and business qualifications of each non-MBE/WBE Joint Venturer.

5. Nature of Joint Venture's business

6. Provide a copy of the Joint Venture agreement.

7. Ownership: What percentage of the Joint Venture is claimed to be owned by MBE/WBE? _____%

8. Specify as to:

   a. Profit and loss sharing _____%

   b. Capital contributions, including equipment _____%

   c. Other applicable Ownership interests, including Ownership options or other agreements which restrict Ownership or control.

   d. Describe any loan agreements between Joint Venturers, and identify the terms thereof.

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

   a. Financial decisions: _____

   b. Management decisions such as:

      1. Estimating: _____

      2. Marketing/Sales: _____

      3. Hiring and firing of management personnel: _____

      4. Other: _____

   c. Hiring and firing of management personnel: _____

   d. Purchasing of major items or supplies: _____

   e. Supervision of field operations: _____

   f. Supervision of office personnel: _____

   g. 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.

   h. State approximate number of operational personnel, their craft/role and positions, and whether they will be employees of the majority firm or the Joint Venture.

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

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

SCHEDULE B - Joint Venture Affidavit (3 of 3)

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

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

_____	_____
Name of Joint Venturer	Name of Joint Venturer
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date
State of _____County of_____	State of _____ County of_____
On this _____day of _____, 20___	On this ____ day of _____, 20_____
before me appeared (Name)	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	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.	(Name of Joint Venture) to execute the affidavit and did so as his or her free act and deed.
_____	_____
Notary Public	Notary Public
Commission expires:	Commission expires:
(SEAL)	(SEAL)

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.

_____

_____

_____

_____

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)
MBE ____ WBE ____ Non-MBE/WBE ___
_____
Phone

SCHEDULE D

Affidavit of Professional Service Provider Regarding MBE/WBE Participation (1 of 2)

Name of Project: _____

STATE OF ILLINOIS }
} SS
COUNTY OF COOK }

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

_____
Title and duly authorized representative of

_____
Name of Professional Service Provider whose address is

_____

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

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

The Prime 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.

SCHEDULE D

Affidavit of Professional Service Provider 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)
_____	MBE ____ WBE ____ Non-MBE/WBE ___

INSURANCE REQUIREMENTS

ATTACHMENT E – INSURANCE REQUIREMENTS

2025 PHOTOGRAPHIC DOCUMENTATION SERVICES – PS3095
INSURANCE REQUIREMENTS

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

A. INSURANCE TO BE PROVIDED

1) Workers' Compensation and Employers Liability

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

2) Commercial General Liability

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, but is not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability. The Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

3) Automobile Liability

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Consultant 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 and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives must be named as additional insured on a primary, non-contributory basis.

4) Aviation Liability Insurance

Aviation Liability Insurance or equivalent on an "occurrence" basis, including products and completed operations, property damage, bodily injury with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work. This coverage may also be provided by endorsement of a **Commercial General Liability** Policy. In that event then:

1. **Commercial General Liability (CGL)**: Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits of not less than $2,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. The policy shall include broad form contractual liability coverage. The Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives must be named as Additional Insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work

B. ADDITIONAL REQUIREMENTS

The Consultant must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if any insurance coverage has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission before award of Agreement. The receipt of any certificate does not constitute agreement by the Commission that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the Commission to obtain certificates or other insurance evidence from Consultant is not a waiver by the Commission of any requirements for the Consultant to obtain and maintain the specified coverage. The Consultant will advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Non-fulfillment of the

insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

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

The Consultant hereby waives and agrees to require their insurers to waive their rights of subrogation against the Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner and their respective Board members, employees, elected and appointed officials, and representatives.

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

Any insurance or self-insurance programs maintained by the Public Building Commission of Chicago, the City of Chicago and any other User Agency or Owner do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

SAMPLE FORM OF AGREEMENT

ATTACHMENT F
SAMPLE Form of Agreement

EXECUTION PAGE

THIS AGREEMENT effective as of _____, but actually executed on the date witnessed, is entered into by and between the **Public Building Commission of Chicago**, a municipal corporation of the State of Illinois, having its principal office at Room 200, Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, (the **"Commission"**), and _____ with offices at _____ (the **"Consultant"**).

Address City State Zip

Recitals:

Whereas, the Commission intends to undertake from time to time the acquisition, demolition, renovation, development, construction and/or improvement of buildings, facilities and other improvements ("Project") located in the City of Chicago ("City") at the request of various governmental and public agencies ("User Agency").

WHEREAS, the Commission requires certain professional services as described in Section IV the Request for Qualifications of the Agreement (the "Services") in connection with the Projects undertaken by the Commission for the use and benefit of a User Agency.

WHEREAS, the Consultant desires to be retained by the Commission to perform the Services and has represented to the Commission that the Consultant is qualified and competent, by education and training, and has the knowledge, skill, experience and other resources necessary to perform the Services required by the Agreement in accordance with terms and conditions of the Agreement.

WHEREAS, in reliance upon the Consultant's representations and Key Personnel as identified in the Request for Proposals response, the Commission has selected the Consultant to perform the Services on the terms and conditions set forth in this Agreement as modified from time to time by Task Order.

NOW,THEREFORE, the parties have executed this Agreement on the terms and conditions that follow:

SAMPLE

EXECUTION PAGE

PUBLIC BUILDING COMMISSION OF CHICAGO

_____ Date: _____
Mayor Brandon Johnson
Chairman

ATTEST:

_____ Date:_____
Mary Pat Witry
Secretary

Approved as to form and legality:

_____ Date: _____
Neal & Leroy, LLC

CONSULTANT: _____

_____ Date: _____
President or Approved Signatory

AFFIX CORPORATE
SEAL, IF ANY, HERE

County of: _____

State of: _____

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

_____
Notary Public

My Commission expires: _____

(SEAL OF NOTARY)

SAMPLE

TERMS AND CONDITIONS

1. **Recitals.** The Recitals set forth on the Execution Page of this Agreement are hereby incorporated herein by reference.

2. **Definitions**. The herein words and phrases have the following meanings for purposes of this Agreement.

   a. **Agreement** means this Professional Services Agreement for Cost Estimating Services, including all schedules, exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, supplements or Task Orders made in accordance with the terms hereof.

   b. **Commission** means the Public Building Commission of Chicago, a municipal corporation organized under the Public Building Commission Act of the State of Illinois, as amended, or its duly authorized officers or employees.

   c. **Consultant** means the company or other entity identified in this Agreement, and such successors or assigns, if any, as may be authorized to perform the Services required by the terms and conditions of this Agreement.

   d. **On-Line Collaboration Workspace** or **OCDM** means the on-line collaboration workspace and document management system established and maintained by the Commission for electronic submission and receipt of documents and reports.

   e. **Deliverables** means the documents, in any format (electronic or hard copy) requested by the Commission, including without limitation drawings, plans, reports, forms, recommendations, and analyses, that the Consultant is required under this Agreement to provide to the Commission.

   f. **Equipment** means the articles or physical resources, tangible or intangible, including but not limited to, hardware, firmware or software enabling the Commission to implement the Projects and Consultant to perform the Services under this Agreement.

   g. **Executive Director** means the person employed by the Commission as its Executive Director or the duly authorized representative thereof.

   h. **Key Personnel** means those job titles and persons as identified in such positions in the Request for Proposals response and accepted by the Commission.

   i. **Services** means collectively, the duties, responsibilities and tasks that are necessary in order for the Consultant to provide Energy Performance Analysis and Contracting Services to the Commission, and other resources as required by the Commission, for the ongoing development of the Commission's projects as described in the Request for Proposal Scope of Services and this Agreement.

   j. **Sub-consultant or Subcontractor** means a partnership, firm, corporation or entity other than the Consultant hired by the Consultant to perform professional services including, but not limited to: labor, materials and/or equipment, related to the performance of the Services and/or improvement of the Project.

   k. **Task Order** means a document issued by the Commission to the Consultant pursuant to this Agreement that authorizes in writing Services and/or Deliverables to be provided by the Consultant, together with any applicable exhibits or schedules, a timetable for any Deliverables and the applicable fees.

3. **Incorporation of Documents**. The Resolution passed by the Board of Commissioners of the Commission on October 1, 2009, concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be amended from time to time, is hereby incorporated in and made a part of this Agreement. By executing this Agreement, Consultant acknowledges and agrees that Consultant is familiar with the contents of such Resolution and will comply fully with all applicable portions thereof in performing the Services.

SAMPLE

4. **Engagement and Standards for Performing Services**.

   a. **Engagement**. The Commission hereby engages the Consultant, and the Consultant hereby accepts such engagement, to provide the Services described in this Agreement, as the same may be amended, in writing, from time to time by mutual agreement of the Commission and the Consultant.

   b. **Performance Standard**. The Consultant represents and agrees that the Services performed under this Agreement will proceed with efficiency, promptness and diligence and will be executed in a competent and thorough manner, in accordance with reasonable professional standards in the field consistent with that degree of skill and care ordinarily exercised by organizations providing Key Personnel performing services of a scope, purpose, and magnitude comparable with the Services to be performed under this Agreement. If in the course of performing the Services, Consultant identifies any condition, situation, issue or problem that may impact the performance of the Services or the Project, Consultant shall promptly provide notice to the Commission.

   c. **Consultant's Personnel**. The Consultant agrees that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Consultant to perform the Services under this Agreement and in the manner required by this Agreement. Consultant must not reassign or replace Key Personnel without the written consent of the Commission. Consultant must ensure that all Services and Deliverables that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Consultant must maintain current copies of any such licenses and provide such copies, upon request, to the Commission. Consultant remains responsible for the professional and technical accuracy of all Services and Deliverables furnished, whether by the Consultant or others on its behalf. Consultant must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of the Services. Consultant must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission. All Deliverables must be prepared in a format satisfactory to the Commission and delivered in a timely manner consistent with the requirements of this Agreement. The Commission may at any time in writing notify the consultant that the Commission will no longer accept performance of Services under this Agreement by one or more Key Personnel listed in the Agreement. Upon that notice, Consultant must suspend the Key Personnel from performing Services under this Agreement and must replace the Key Personnel with a person or persons with comparable professional credentials and experience. Such replacements are subjected to the reasonable approval of the commission. Consultant must request approval from the Commission prior to assigning Key Personnel using the Personnel Approval Form (Exhibit C to this Agreement).

   d. **Independent Contractor**. In performing the Services under this Agreement, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the Commission or the User Agency. As an independent contractor, Consultant is solely and wholly responsible for determining the means and methods for performing the Services. The Agreement will not be construed as an agreement of partnership, joint venture, or agency.

   e. **Limitations on Sub-Consultants and Subcontractors**. Consultant must not use any business or individual who is disqualified by the Commission or debarred under any other governmental agency's procedures to provide the Services under the Agreement.

   f. **Failure to Meet Performance Standard**. If the Consultant fails to comply with its obligations under the standards of the Agreement, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the Commission does not relieve Consultant of its responsibility to render the Services and Deliverables with the professional skill and care and technical accuracy required by the Agreement. This provision in no way limits the Commission's rights against the Consultant, either under the Agreement, at law or in equity.

SAMPLE

g. **Changes to the Services**. The Commission may from time to time, request changes to the terms of the Agreement, Task Order or the Services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services or timetable for Deliverables, which are mutually agreed upon by and between the Commission and Consultant, shall be incorporated in a written amendment to this Agreement or the Task Order. The Commission shall not be liable for any changes absent such written amendment.

5. Representations and Warranties. Consultant represents, warrants and covenants that (a) it will comply with all laws and regulations in performing the Services; (b) it will perform the Services in accordance with the terms and conditions of the Agreement in a professional and workmanlike manner consistent with best industry standards and practice; (c) it possesses all right, power and authority to enter into this Agreement; (d) all Deliverables shall be original works of Consultant or that Consultant shall have all rights necessary to provide such Deliverables; and (e) neither the Services, Deliverables or any other materials or any part thereof, provided to the Commission shall infringe any patent, copyright, trademark, trade secret or other proprietary right of a third party. If any Services performed by Consultant fail to meet the above warranties, then without limiting any other remedies at law or in equity, Consultant shall promptly correct or re-perform any such affected Services at no cost to the Commission. Further, Consultant acknowledges that the Commission has entered or will enter into agreements with third party vendors to provide a third party data hosting site and a disaster recovery site. Consultant agrees to abide by all rules, regulations and other requirements prescribed by such third party vendors in order to gain access to the Equipment and perform the Services required by this Agreement.

6. Duties and Obligations of Consultant.

a. **Nondiscrimination**. The Consultant agrees that in performing this Agreement it shall not discriminate against any worker, employee or applicant for employment, or any member of the public, because of race, creed, gender, color, national origin or disability, or otherwise commit an unfair labor practice. Attention is called to applicable provisions of the Civil Rights Act of 1964, 88-352, July 2, 1964, 78 Stat. 241 et. Seq. the Americans with Disabilities Act of 1990, 42 U.S.C. 12010 et. Seq., the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); Illinois Human Rights Act 775 ILCS 5/1-101 et. Seq. and the Public Works Employment Discrimination Act 775 ILCS 10/0.0 1 through 10/20, the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended, and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2009, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the Commission. The Consultant will furnish such reports and information as requested by the Commission or the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. **Employment Procedures, Preferences and Compliances**. Salaries of employees of Consultant performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory or permitted by the applicable law or regulations. Attention is called to [Illinois Compiled Statutes, 1992 relating to Wages and Hours including 820 ILCS 130/0.01 through 130/12 thereof (Prevailing Wage Act), 30 ILCS 570/1 through 570/7 (Employment of Illinois Workers on Public Works Act) and 30 ILCS 560/0.01 through 560/7 (Public Works Preference Act).] The Consultant shall comply with all applicable "Anti-Kickback" laws and regulations, including the "Anti-Kickback" Act of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; 40 U.S.C. § 276c) and the Illinois Criminal Code of 1961 720 ILCS 5/33E-1 et. seq. If, in the performance of this Agreement, there is any direct or indirect kickback, the Commission shall withhold from the Consultant, out of payments due to it, an amount sufficient to pay employees underpaid the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the Commission for and on account of the Consultant to the respective employees to whom they are due.

c. **Ethics.** The Consultant has read and agrees to comply with all provisions of the Code of Ethics Resolution passed by the Commission on October 3, 2011, which is available on the Commission's website at

SAMPLE

https://www.pbcchicago.com/wp-content/uploads/2017/05/RES_PBC_ecr_CodeofEthicsConsolApril-2013_20130405.pdf and is incorporated into this Agreement by reference. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Section will be voidable by the Commission.

d. **Inspector General.** The Consultant and its subconsultants, including all officers, directors, agents, partners and employees of such entities shall cooperate with the Inspector General of the Public Building Commission in any investigation or hearing undertaken pursuant to Public Building Commission Resolution 7576 adopted by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2010. On projects funded by the City of Chicago, the Consultant and its subconsultants, including all officers, directors, agents, partners and employees of any such entities, shall cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Consultant understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. All Consultants will inform their respective subconsultants of this provision and require compliance herewith. Consultant shall cooperate and comply with the Inspector General of the User Agency in any investigation or hearing undertaken pursuant to the enabling ordinance or resolution pertaining to the authority of such Inspector General that has been promulgated by such User Agency.

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

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

g. **OCDM System**. The Commission may require the Consultant to use the Commission's electronic document management system in performing the Services and the assigned Task Order. At the direction of the Commission, the Consultant must follow the OCDM procedures and submit progress reports and other Deliverables through the OCDM System. The Consultant must attend courses and receive training on the OCDM System provided by or on behalf of the Commission. Any costs incurred by Consultant as a result of the attendance of Consultant's personnel at OCDM System courses are not compensable by the Commission.

h. **Time of Essence**. The Consultant acknowledges and agrees that time is of the essence in the performance of this Agreement and that timely completion of the Services is vital to the completion of the Project by the Commission. Consultant agrees to use its best efforts to expedite performance of the Services and the assigned Task Order and performance of all other obligations of the Consultant under this Agreement and any other agreement entered into by the Commission which are managed or administered by the Consultant as a result of the Consultant's engagement hereunder.

i. **Compliance with Laws**. In performing its engagement under this Agreement, the Consultant shall comply with all applicable federal, state and local laws, rules and regulations including but not limited to, those referenced in subparagraphs (a) and (b) above.

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

SAMPLE

7. **Term**.

   a. The term of this Agreement is XXXX years with XXX successive XXX renewal options at the sole discretion of the Commission. This agreement may be terminated by the Commission, with cause, upon thirty (30) days' notice to the Consultant and, provided further, that this agreement may be terminated at any time during the term by mutual agreement of the parties.

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

   c. If the Project, in whole or substantial part, is stopped for a period longer than thirty (30) days under an order of any court or other governmental authority having jurisdiction of the Project, or as a result of an act of government, such as a declaration of national emergency making materials unavailable, through no act or fault of the Consultant, or if the Commission fails to make any payment or perform any other obligation hereunder, the Consultant shall have the right to terminate this Agreement, by written notice given to the Commission at least seven (7) days prior to the effective date of termination, and shall have the right to recover from the Commission all compensation and reimbursements due to the Consultant for periods up to the effective date of termination.

8. **Compensation of Consultant; Submission of Invoices through OCDM**. The total amount of compensation to be paid by the Commission during the term of this Agreement shall not exceed the sum of $XXXXX. The Commission shall compensate the Consultant for the Services in the manner set forth in Schedule A of this Agreement, or as modified by written authorization. The Consultant shall submit all invoices, no more frequently than once every thirty (30) days, in electronic format using the OCDM System. All submitted invoices shall include a cover page as provided by the Commission and the assigned Task Order number. Failure to submit invoices through OCDM will result in delayed or non-payment to the Consultant.

9. **Rights and Obligations of Commission**. In connection with the administration of the Project by the Commission and the performance of this Agreement by the Consultant, the Commission shall have the following rights and obligations, in addition to those provided elsewhere in this Agreement:

   a. **Information**. The Commission shall provide the Consultant all reasonably requested information concerning the Commission's requirements for the Project and the Services.

   b. **Review of Documents**. Subject to the provisions of subparagraph 5(d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Consultant and render decisions pertaining thereto with reasonable promptness.

   c. **Site Data**. To the extent the Commission determines to be necessary for the Consultant to perform the Services, the Commission may furnish to the Consultant information concerning the nature of the Project, existing conditions and other data or reports pertaining to the site and the proposed development thereof.

SAMPLE

d. **Tests and Reports**. The Commission may also furnish structural, civil, chemical, mechanical, soil mechanical and/or other tests and reports if determined by the Commission in its sole discretion to be necessary in order for the Consultant to perform the Services.

e. **Legal, Auditing and other Services**. The Commission shall arrange and pay for such legal, auditing, insurance counseling and other services as the Commission, in its sole discretion, may determine to be required for the Consultant to perform the Services. Such payments shall not include legal or auditing expenses arising out of or relating to any errors or omissions, or claimed errors or omissions, of Consultant.

f. **Designated Representatives**. The Commission may designate, at its sole discretion, one or more representatives authorized to act in its behalf.

g. **Ownership of Documents**. All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Services shall be the property of the Commission, including copyrights.

h. **Audits**. The Commission shall have the right to audit the books and records of the Consultant on all subjects relating to the Services.

10. Indemnification of Commission and Third Party Vendors. The Consultant hereby agrees to indemnify, keep and save harmless the Commission and the User Agency and their respective commissioners, board members, officers, agents, officials and employees and any third party hosting site or disaster recovery site from and against all claims, demands, suits, losses, costs and expenses, including but not limited to, the fees and expenses of attorneys, that may arise out of or be based on any injury to persons or property that is or is claimed to be the result of an error, omission or act of the Consultant or any person employed by the Consultant to the maximum extent permitted by applicable law.

11. Insurance to be Maintained by Consultant. The Consultant shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission, and the Consultant, insurance coverage as set forth in Attachment E – Insurance Requirements.

12. Default.

a. **Events of Default**. Any one or more of the following occurrences shall constitute an Event of Default under this Agreement:

i. Failure or refusal on the part of the Consultant duly to observe or perform any obligation or Agreement on the part of the Consultant contained in this Agreement, which failure or refusal continues for a period of ten (10) days (or such longer period as the Commission, in its sole discretion, may determine if such failure is not capable of being cured within such ten (10) day period) after the date on which written notice thereof shall have been given to the Consultant by the Commission;

ii. Failure of Consultant to perform the Services to the standard of performance set forth in this Agreement;

iii. Any representation or warranty of the Consultant set forth herein or otherwise delivered pursuant to this Agreement shall have been false in any material respect when so made or furnished;

iv. The Consultant becomes insolvent or ceases doing business as a going concern, or makes an assignment for the benefit of creditors, or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, or files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or an insolvent, or files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar arrangement under any present or future statute, law or regulation relating to bankruptcy or insolvency, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, or applies for, consents to or acquiesces in the appointment of a trustee, receiver, liquidator or other custodian of it or of all or any substantial part of its assets or properties, or if it or its principals shall take any action in furtherance of any of the foregoing; or

SAMPLE

v. There shall be commenced any proceeding against the Consultant seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation relating to bankruptcy which is not vacated, stayed, discharged, bonded or dismissed within sixty (60) days thereof, or there shall be appointed, without the Consultant's consent or acquiescence, any trustee, receiver, liquidator or other custodian of Custodian or of all or any substantial part of the Consultant's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

vi. Failure of the Consultant to comply at all times with the requirements of relevant Federal, State, and Municipal Codes, Rules, Regulations, including but not limited to Chicago Municipal Code Section 4-6-250 and Chicago Municipal Code Section 4-6-260.

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

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

13. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Agreement are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the Commission. In addition, the Consultant shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project, the Services or any assigned Task Order. Consultant acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Consultant must at all times act in the best interests of the Commission and User Agency consistent with the professional obligations assumed by Consultant in entering into this Agreement. Consultant promises to cooperate with the officials, employees and agents of the Commission and User Agency in furthering the Commission's and User Agency's interests.

14. Assignment. The Consultant acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Consultant and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Consultant, in whole or in part, without the prior written approval of the Commission. The Commission expressly reserves the right to assign or otherwise transfer all or any part of its interests hereunder without the consent or approval of the Consultant.

15. Personnel. The Consultant further acknowledges that the Consultant has represented to the Commission the availability of certain members of the Consultant's staff who will be assigned to the Project, and agrees, therefore, that in the event of the unavailability of such members, the Consultant shall so notify the Commission in writing, and, upon the approval of the Executive Director, shall assign other qualified members of the Consultant's staff, to the Project.

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

SAMPLE

17. Miscellaneous.

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

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

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

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

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

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

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

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

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

SAMPLE

ATTACHMENT 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:**	
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:**	

ATTACHMENT 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:**	