

PUBLIC BUILDING COMMISSION OF CHICAGO



**REQUEST FOR QUALIFICATIONS
FOR
INSURANCE BROKERAGE SERVICES
FOR
PUBLIC BUILDING COMMISSION OF CHICAGO
PS1826**

**Issued on Monday, May 24, 2010
RESPONSES ARE DUE ON Thursday, June 24, 2010**

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

SUBMIT ONE (1) ORIGINAL AND FOUR (4) COPIES (3 PAPER COPIES, 1 UNBOUND COPY PLUS 1 CDROM) OF THE SUBMITTAL

TO:

Public Building Commission of Chicago

Richard J. Daley Center, Room 200

50 W. Washington Street

Chicago, Illinois 60602

www.pbcchicago.com

Mayor Richard M. Daley

Chairman

Erin Lavin Cabonargi

Executive Director

SUBMISSION CHECKLIST

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

1. _____ Transmittal Letter
2. _____ Table of Contents
3. _____ Executive Summary
4. _____ Copy of Joint Venture Agreement (if applicable)
5. _____ Broker Organization Chart
6. _____ Financial Statements
7. _____ Copy of each applicable license and resume
8. _____ Copy of current MBE/WBE certification letter (if applicable)
9. _____ ATTACHMENT A – Disclosure Affidavit
10. _____ ATTACHMENT B - Legal Actions (Attach additional information as necessary.)
11. _____ ATTACHMENT C – Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises for Professional Services
12. _____ ATTACHMENT D - Insurance (Provide proof of Insurance)
13. _____ ATTACHMENT E - Disclosure of Retained Parties

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I. KEY INFORMATION ABOUT THIS RFQ

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

Contract Officer
Gary S. Bell
Public Building Commission of Chicago
50 West Washington, Room 200
Chicago, Illinois 60602
Fax (312) 744-3572
garybell@cityofchicago.org

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

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

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

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

- 4. **SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE:** The following dates are set forth for informational and planning purposes; however, the Public Building Commission reserves the right to change the dates. Notice of any changes will be provided via addendum.

Issue RFQ.....Monday, May 24, 2010
Due Date and Time for Submissions.....Thursday, June 24, 2010 **at 12:00 PM Local Time**

- 5. **NUMBER OF COPIES:** Submit one (1) original and four (4) copies (three (3) paper copies, one (1) unbound copy plus one (1) compact disk (CD) of the electronic (PDF) copy of the submittal in a sealed envelope or container.

- 6. **SUBMIT QUALIFICATION TO:**

Gary S. Bell, Contract Officer
Public Building Commission
50 West Washington Street, Room 200
Chicago, Illinois 60602

- 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.

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II. DEFINITIONS

2.1 Definitions

Throughout this RFQ these terms have the following meanings:

"PBC" or "Commission" means the Public Building Commission of Chicago.

"Agreement" means the contract for Insurance Brokerage Consultant that is to be entered into between the PBC and the selected Respondent pursuant to this RFQ.

"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 Broker. As specifically directed by the PBC, the Authorized Commission Representative will act on behalf of the PBC.

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

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

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

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

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

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

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

2.2 Interpretations

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

the terms and conditions of this RFQ and such documents. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties, and obligations of such persons or entities in accordance with the terms and conditions of this RFQ.

- B. Unless a contrary meaning is specifically noted elsewhere, the words “as required,” “as directed,” “as permitted” and similar words used in the RFQ mean that requirements, directions of and permission of the Executive Director are intended; similarly, the words “approved,” “acceptable,” “satisfactory” or words of like import mean “approved by,” “acceptable to” or “satisfactory to” the Executive Director. Words such as “necessary,” “proper” or words of like import mean that the Services must be performed in a manner or be of character which is “necessary” or “proper” in the sole opinion of the Commission.
- C. Unless a contrary meaning is specifically noted elsewhere, the words “approved,” “reasonable,” “suitable,” “acceptable,” “properly,” “satisfactory” or words of like effect and import used in the RFQ means reasonable, suitable, acceptable, proper or satisfactory in the sole judgment of the Commission

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III. NATURE OF SERVICES

Section 3.1 – Introduction

The Public Building Commission (also known as the PBC) is seeking Insurance Brokerage Services to provide the Commission with various insurance broker and consulting services.

The PBC builds and renovates public facilities for governmental agencies in Chicago and Cook County. Created as an independent governmental unit, the PBC provides supervision for construction projects from the acquisition of land, through the various stages of construction – design, planning and actual building construction. Our clients include, but are not limited to, the City of Chicago, the Chicago Public Schools, the Chicago Public Library, the Chicago Park District, the City Colleges of Chicago, and Cook County.

Intent

The intent of the RFQ is to identify Brokers to design, market, place and administer broad insurance coverage at a reasonable cost. The PBC at its option may choose to retain one or more brokers to perform services.

Consultants with demonstrated experience in this area, and with an interest in making their services available to the PBC, are invited to respond to this RFQ.

This RFQ is not an authorization to approach insurance markets on the PBC's behalf at this time. The PBC specifically requests that no contact or solicitation of insurance markets be made and that no insurance market reservation be made by or for any respondent with respect to insurance or related services to be provided for the PBC. Failure to comply with this request will be sufficient reason for disqualification of this RFQ.

Section 3.2. - Scope of Services

The broker will provide the PBC with various insurance broker services and consulting services consisting of the following generalized categories and descriptions. Services will include, but are not limited to, the following:

- A. Review and analyze operations and exposures;
- B. Prepare applications and other insurance policy specifications, and review with PBC prior to submitting information to underwriters;
- C. Design, market and implement coverage as follows at the most reasonable cost and broadest terms:
 - Liability (primary, excess, and umbrella);
 - Property;
 - Workers' Compensation;
 - Crime; and
 - Bonds.
- D. In collaboration with the PBC's Director of Risk Management, develop a plan to establish activities, deliverables, and other matters pertinent to the requested services;
- E. Identify those markets that are able to provide the insurance and services desired;
- F. Develop the specification package for coverage in item C. above, presenting the risk exposure and other information in a form acceptable to underwriters;

- G. Present insurance specifications to the marketplace, respond to underwriters' questions and provide additional information, if requested;
- H. Receive and analyze underwriters' quotations. Determine whether they adhere to the specifications and that the premium quoted is fair and reasonable within the marketplace. Negotiate any changes and refinements on terms and/or conditions to obtain the most beneficial and cost-effective coverage available;
- I. Submit insurance proposal to PBC's Director of Risk Management ninety (90) business days prior to expiration, providing a cost analysis by line of coverage, a matrix comparison of PBC's insurance specifications with the insurance policies quoted, and a recommendation. Analysis must include copies of all policy forms and endorsements to be included in the issued policies;
- J. Place coverage upon PBC's approval;
- K. No later than five(5) business days prior to expiration, submit insurance binders to the PBC's Risk Manager that have been checked for coverage's terms, conditions, limits, deductibles, premiums, and carrier participation of each binder;
- L. Provide an insurance summary of each line of insurance coverage, including but not limited to, effective dates, policy limits, insuring agreements, exclusions, annual premium (including surplus lines tax and other fees) and exposure basis;
- M. Submit original (including surplus lines and stamping fees if applicable) policies and endorsements to the PBC within sixty (60) days of effective dates. Written report must be submitted for each policy bound outlining any errors, discrepancies or other inconsistencies from the final proposal and/or binders. Deviation from this deadline must be approved by the PBC and must include the reason for the delay with a revised timetable for receipt of the outstanding policies. All policy changes and/or corrections must be processed within thirty (30) days;
- N. Receive review, coordinate, process and monitor all claims, transmit all support documents to insurers, and assist in settlement and payment of all claims;
- O. Establish claim-reporting procedures including contact personnel names and phone numbers. Identify a claim coordinator and provide appropriate forms and instructions for use. (Such forms must have mailing address of primary recipients printed on them);
- P. Assist PBC with resolution of claim and coverage issues;
- Q. Report quarterly, unless agreed to differently, the number of claims open, claims closed and total incurred values;
- R. Place additional related insurance coverage when necessary;
- S. Negotiate endorsements to policies as necessary;
- T. Assist PBC with contractual insurance, bonding and indemnification provisions upon request. Review contractual insurance requirement templates annually and assist with specific requirements on special projects as necessary;
- U. Perform safety and loss control inspections when necessary;
- V. Issue required certificates of insurance when necessary;
- W. Review, validate and approve all premium invoices and billings regarding insurance policies and endorsements;
- X. Provide immediate notice to the PBC of any change in key personnel during the term of the contract. Replacement personnel must be identified and have the same qualifications;
- Y. Supply the PBC's Director of Risk Management with a written letter each month that clearly identifies all open/pending items for each line of coverage;
- Z. Prepare and submit written reports to PBC's Risk Management Office, as requested;

- AA.** Respondent must place all insurance on a fixed-fee basis without commission. A fee will be negotiated with a successful Respondent upon notice of contract award. Upon recommendation of placement of any coverage with a carrier, Respondent must disclose any commission, contingencies, wholesale arrangements or other form of compensation for the Respondent or any other entity that would be generated by the placement of the coverage with the recommended market. Any common ownership interest between the Respondent and other involved entities must be disclosed at time of placement recommendation; and
- BB.** Be available to answer questions and provide assistance to the PBC seven days per week, twenty-four hours a day should an emergency arise. Mobile phone numbers of key personnel are to be provided by the Respondent to the PBC.

Section 3.3 - Term of the Agreement

The initial contract term will be three (3) years from the date on which the PBC awards a contract. In addition, the PBC may elect to extend the contract for up to two (2) additional one-year periods.

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IV. INSTRUCTIONS FOR PREPARING AND SUBMITTING SUBMISSIONS

SECTION 4.1 - GENERAL INSTRUCTIONS:

- A. These instructions prescribe the format and content of the Submission. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect the PBC's evaluation and may result in disqualification of the Submission. However, the PBC reserves the right to reject or accept any submittals for any reason whatsoever.
- B. Submittals should be bound on the long side and prepared on standard 8½" x 11" letter size paper, with two-sided material only. Separate each section by labeled tabs and organize in accordance with submittal requirements listed below. Expensive papers and bindings are discouraged since no materials will be returned. Of the five (5) submittals, at least one (1) must contain original signatures and be marked **ORIGINAL**, one (1) must be submitted without any binding so as to facilitate additional copying by the PBC as required plus one (1) must be in electronic format on a CD-ROM. Failure to submit the required number of copies may prevent the Submission from being evaluated within the allotted time.
- C. The PBC reserves the right to seek clarification of information submitted in response to this RFQ during the evaluation and selection process. The Evaluation Committee (the "Committee") may solicit from previous clients (including the PBC, the City of Chicago, other government agencies, or any other available sources) relevant information concerning the firm's record of past performance.
- D. Attachments must be referenced in the Submission.
- E. Failure to submit the required documents may deem your firm non-responsive.

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

Public Building Commission of Chicago
Insurance Brokerage Services
PS1826
Richard J. Daley Center, Room 200
50 W. Washington Street
Chicago, Illinois 60602
Attention: Gary S. Bell – Contract Officer

SECTION 4.2 - SUBMITTAL REQUIREMENTS

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

SECTION 4.3 - TECHNICAL SUBMISSION

- A. **TRANSMITTAL LETTER:** An individual authorized to legally bind the Respondent must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Submittal unless the Respondent designates another person in writing. The letter must include the Respondent's mailing address, e-mail address, fax number and telephone number.

The Transmittal Letter must identify all firms on the Broker team. MBE and WBE firms included in the team must be specifically identified as such. The Respondent must indicate that it is prepared to enter into an agreement in the form being offered. Attachment F – Form of Agreement contains the standard Terms and Conditions of the agreement which are not subject to negotiation. Respondent must commit to meet or exceed the M/WBE goals set forth in the Agreement.

Respondent must acknowledge any addenda issued and posted to the following website link www.pbcchicago.com.

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

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

1. Demonstrate that the Respondent understands the services as specified in the RFQ and how they plan to deliver the required services. Please limit to one page.

2. Organizational Overview

Describe the Respondent's business history and qualifications to deliver the Scope of Services., include:

- i. Business location(s) and contact information;
- ii. Ownership and structure information such as form of business entity (e.g., sole proprietorship, partnership, or corporation) and identity of owners, partners, or major shareholders. See Attachment A for Disclosure Affidavit;
- iii. Length of time in business;
- iv. Brief history of firm including size and any specialty areas;
- v. Any pending agreements to merge or sell your firm; and
- vi. Describe your organization's ethics policy in regards to commissions, fees and relationships to markets.

3. Minority and Women Owned Business Enterprises

The PBC affirmative action requirements are set forth with particularity in Attachment C, "Special Conditions Regarding the Utilization of Minority and Women Owned Business Enterprises". The Respondent is required to make a statement of understanding and commitment to comply with the aforementioned Special Conditions on assigned task orders. The attachment includes various affidavits, certifications and other reporting forms, for the Respondent's review.

D. QUALIFICATIONS OF THE RESPONDENT

1. Describe your organization's professional qualifications and specialized experience which best positions your firm to provide services to the PBC;
2. Proposed personnel structure who will be dedicated to the PBC;
3. Copies of all necessary licenses, including evidence of licensure for a minimum of 5 years in the State of Illinois to market property and casualty insurance;
4. Identify and provide a brief description of currently utilized technologies;
5. List at least three (3) references that have been clients of the Respondent within the past three years that are similar in size and scope to the PBC's requested services. References must include a contact name, address, telephone number and email address along with a summary of the services provided; and
6. Describe any personal or business relationships, liabilities or other factors that might become or constitute a potential, apparent or actual conflict of interest in rendering services to the PBC.

E. INSURANCE MARKETS

1. Identify and describe likely markets and discuss why your firm is best positioned to represent the PBC with these markets. Describe your relationships with potential insurance carriers and brokers that may be used on the PBC's account. If a market is not directly accessible by the Respondent, include your plan to access that market; and

2. Describe how your firm evaluates the financial stability of insurers and any minimum standards placed on insurers.

F. KEY PERSONNEL

1. Demonstrate the availability and strengths of key personnel and staffing with work experience relevant to the work of the PBC;
2. Name each team member, specific role, experience and qualifications such as education, training and job performance. Include resumes and pertinent experience; and
3. Copies of current licenses for all key personnel.

G. PROJECT APPROACH

Respondent must describe its approach to the insurance brokering process. Demonstrate procedures utilized to ensure quality service will be delivered on behalf of the PBC.

H. FINANCIAL STRENGTH

The Respondent shall furnish audited financial statements, such as balance sheets and/or profit and loss statements, for the last three (3) years demonstrating that the Respondent has the financial viability and ability to perform the Services. The PBC 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.

I. REQUIRED FORMS:

1. ATTACHMENT A - DISCLOSURE AFFIDAVIT

- a. Copy of Disclosure of Ownership;
- b. Copy of current MBE/WBE certification letter (if applicable);
- c. Copy of each applicable license;
- d. Copy of sample current insurance certificate and statement of ability to comply with insurance requirements identified in Attachment D; and
- e. Anti-Collusion.

2. ATTACHMENT B – LEGAL ACTIONS

3. ATTACHMENT C – SPECIAL CONDITIONS FOR M/WBE UTILIZATION

4. ATTACHMENT D – INSURANCE REQUIREMENTS

5. ATTACHMENT E - DISCLOSURE OF RETAINED PARTIES

6. ATTACHMENT F - FORM OF AGREEMENT

SECTION 4.4 - REJECTION OF SUBMITTALS

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

SECTION 4.5 - OWNERSHIP OF SUBMITTALS

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

SECTION 4.6 - IMPROPER PRACTICES

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

SECTION 4.7 - COMPLIANCE WITH LAWS

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

SECTION 4.8 – RESPONSIVENESS

Respondent's completion and execution of all required forms and the Respondent's compliance with all submission requirements.

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V. EVALUATION CRITERIA

SECTION 5.1 - SELECTION PROCESS

An Evaluation Committee (the "Committee") will review the Respondent's qualifications in accordance with submittal requirements and evaluation criteria set forth below and may recommend a short list of Respondents to the PBC Executive Director. At the Executive Director's discretion, short-listed Respondents may be invited to make oral presentations to the Committee after which the Committee will then summarize the evaluation process and results and submit its recommendation to the Executive Director. The Executive Director will make a final determination and request approval from PBC Board of Commissioners.

The PBC reserves the right to seek clarification of information submitted in response to this RFQ 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.

Cancellation: The PBC reserves the right to terminate this procurement at any stage if the Executive Director determines it to be in the best interest of the PBC. In no event is the PBC liable to Respondents for any cost or damages incurred by Respondents, sub-consultants, or other interested parties in connection with the selection process, including but not limited to any and all costs of preparing the Request for Qualification and participation in any conferences, oral presentations or negotiations.

SECTION 5.2 - EVALUATION CRITERIA

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

A. EXPERIENCE AND PAST PERFORMANCE

The depth, breadth and relevance of Respondent's experience capabilities and resources of both the firm and team members.

B. QUALIFICATIONS OF ORGANIZATION

1. Respondent's demonstrated understanding of the services required and ability to identify appropriate personnel for the services required as evidenced by an organization chart indicating key personnel who will be assigned to the PBC and the responsibility each will have in the performance of the services;
2. Evidence of Respondent's valid business and Broker licenses; and
3. References.

C. INSURANCE MARKETS

1. Evidence of Respondent's relationship with key insurance markets; and
2. The PBC will evaluate the Respondent's processes for evaluating and recommending insurers.

D. QUALIFICATIONS OF KEY PERSONNEL

1. Qualifications of key staff, including education, training, job performance, and previous experience with similar risks in providing services;
2. The Respondent's proposed management and personnel structure for the PBC risk; and
3. Evidence of appropriate licensing and training of key personnel.

E. PROJECT APPROACH

The PBC will evaluate the Respondent's plan to assure that quality broker services are delivered.

F. FINANCIAL STRENGTH

The PBC will evaluate the Respondent's demonstrated financial stability, as evidenced in the documents and references provided in Respondent's submittal.

G. MBE/WBE UTILIZATION PLAN

The quality of the Respondent's statement of understanding and commitment to comply with the PBC's Special Conditions found in Attachment C as evidenced in the Executive Summary.

H. INSURANCE REQUIREMENTS

The PBC will assess each Respondent's ability to procure and comply with the amounts of insurance coverage that is indicated in Attachment D - Insurance Requirements and its responsiveness to the affidavit to guarantee compliance with requirements.

I. CONTRACT TERMS AND CONDITIONS

Evidence of the Respondent's understanding of the PBC's standard terms and conditions found in Attachment F, "Form of Agreement" to this RFQ. These terms and conditions are required by the PBC's intergovernmental agreement with its User Agency client, and are not negotiable.

J. RFQ COMPLIANCE / RESPONSIVENESS

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

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**ATTACHMENT A
DISCLOSURE AFFIDAVIT
REQUEST FOR QUALIFICATIONS/ PROPOSALS
INSURANCE BROKERAGE SERVICES
PS1826**

Respondent/Company Name: _____

Address: _____

Federal Employer I.D. #: _____ Social Security #: _____

Telephone No.: _____

Contact Name: _____

Contact E-Mail: _____

I. DISCLOSURE OF OWNERSHIP INTERESTS

This statement is attached to and is a part of the submittal submitted by:

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

Bidder/Proposer/Contractor is a: Corporation LLC
 Partnership LLP
 Joint Venture Not-for-Profit Corporation
 Sole Proprietorship Other

Important Note: If a joint venture, attach a copy of joint venture agreement to this form. Joint ventures must submit a list of projects underway or completed as a joint venture on **Attachment B – Relevant Experience**.

How many years has the firm or venture been in business under its present name? _____

Under what other names, if any, has the firm or venture operated? _____

How many years has your firm been performing the services covered by this RFQ? _____

SECTION 1. FOR PROFIT CORPORATION OR LIMITED LIABILITY COMPANY (LLC)

a. State of Incorporation or organization _____

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

c. Names of all officers of corporation or LLC		Names of all directors of corporation	
(or attach list):		(or attach list):	
Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

d. If the corporation has fewer than 100 shareholders indicate here or attach a list of names and addresses of all shareholders and the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

e. If the corporation has 100 or more shareholders, indicate here or attach a list of names and addresses of all shareholders owning shares equal to or in excess of seven and one-half percent (7.5%) of the proportionate ownership of the corporation and indicate the percentage interest of each.

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

f. For LLC's, state whether member-managed or identify managing member:

g. For LLC's identify each member:

Name (Print or Type)	Address	Ownership Interest
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

- h. Is the corporation or LLC owned partially or completely by one or more other corporations or legal entities?
 Yes [] No []

If "yes" provide the above information, as applicable, for each such corporation or entity.

SECTION 2. PARTNERSHIPS

- a. 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 of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

SECTION 3. SOLE PROPRIETORSHIP

- a. The bidder/proposer or Contractor is a sole proprietorship and is not acting in any representative capacity on behalf of any beneficiary: Yes [] No []
 If NO, complete items b. and c. of this Section 3.

- b. If the sole proprietorship is held by an agent(s) or a nominee(s), indicate the principal(s) for whom the agent or nominee holds such interest.

Name(s) of Principal(s). (Print or Type)

- c. If the interest of a spouse or any other party is constructively controlled by another person or legal entity, state the name and address of such person or entity possessing such control and the relationship under which such control is being or may exercised.

Name(s)

Address(es)

_____	_____
_____	_____
_____	_____

SECTION 4. LAND TRUSTS, BUSINESS TRUSTS, ESTATES & OTHER ENTITIES

If the bidder/proposer or Contractor is a land trust, business trust, estate or other similar commercial or legal entity, identify any representative, person or entity holding legal title as well as each beneficiary in whose behalf title is held including the name, address and percentage of interest of each beneficiary.

Name(s)	Address(es)
_____	_____
_____	_____
_____	_____

SECTION 5. NOT-FOR-PROFIT CORPORATIONS

- a. State of incorporation _____
- b. Name of all officers and directors of corporation (or attach list):

Name (Print or Type)	Title (Print or Type)	Name (Print or Type)	Title (Print or Type)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

NOTE: The Public Building Commission of Chicago may require additional information from any entity or individual to achieve full disclosure relevant to the transaction. Further, any material change in the information required above must be provided by supplementing this statement at any time up to the time the Public Building Commission of Chicago takes action on the contract or other action requested of the Public Building Commission.

II. MBE/WBE INFORMATION

Is Company a certified minority or woman business enterprise? Yes ___ No _____
 If yes, check one: MBE ___ WBE _____

Certified by: _____
 (Governmental Body or Agency)

Date of Certification _____

III. LICENSING

Is your firm licensed to do business in the City of Chicago, Cook County, Illinois?

Yes _____ No _____

List categories in which the firm or venture is licensed to do business and indicate registration or license numbers, if applicable. Please indicate which government entity issued the license.

Category	Registered License (or license number)	Organization issuing License	Intend to Perform? Yes/No

IV. INSURANCE

Attach a sample Certificate of Insurance which demonstrates the ability to obtain the coverages specified in **ATTACHMENT E - INSURANCE REQUIREMENTS**.

In addition, verify your commitment to comply with the Indemnification provisions in the Agreement and other requirements as well as your commitment to bring your insurance program into compliance with the Attachment E if awarded the Contract.

I/We _____ an authorized representative of the Respondent agree to comply with indemnification provisions, the insurance requirements and all other requirements.

Signed by: _____

Title: _____

V. ANTI-COLLUSION

The Respondent, its agents, officers, or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this submittal or contract. Failure to attest to this section as part of the bid will make the bid non-responsive and not eligible for award consideration.

I declare that this Statement of General Information about Respondent has been examined by me and to the best of my knowledge and belief is a true, correct, and complete statement of the business organization.

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 or Contractor)

ATTACHMENT B – LEGAL ACTIONS

REQUEST FOR QUALIFICATIONS INSURANCE BROKERAGE SERVICES PS1826

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

1. Has the firm or venture been issued a notice of default on any contract awarded to it in the last 3 years?
Yes _____, Explain. No _____
2. Does the firm or venture have any legally filed judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?
Yes _____, Explain. No _____
3. If the answer to the preceding question is “Yes”, enter the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. \$ _____
4. Within the past 3 years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?
Yes _____, Explain. No _____
5. Within the last 3 years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?
Yes _____, Explain. No _____
6. Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid-rigging or bid-rotating?
Yes _____, Explain. No _____
7. Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?
Yes _____, Explain. No _____
8. Within the last 3 years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations?
Yes _____, Explain. No _____
9. Has the firm or venture ever failed to complete any work awarded to it?
Yes _____, Explain. No _____
10. Describe any pending litigation or regulatory or administrative proceedings to which the Respondent is currently or has within the past two years been a party, or a representative of or witness for a party, and a statement of how any such litigation or regulatory or administrative proceeding could affect the Respondent’s ability to perform work on behalf of the PBC.

ATTACHMENT C

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

1. Policy Statement

- a. It is the policy of the Public Building Commission of Chicago (“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 Professional Service Provider must agree that it will not discriminate against any person or business on the basis of race, color, religion, ancestry, age, marital status, physical or mental handicap, unfavorable discharge from military service, parental status, sexual orientation, national origin or sex, in the solicitation or the purchase of goods and services or the subcontracting of work in the performance in this Contract.
- b. The PBC requires the Professional Service Provider also agree to take affirmative action to ensure that MBE and WBE firms have the maximum opportunity to compete for and perform subcontracts with respect to this Contract.
- c. The PBC requires the Professional Service Provider to notify MBE and WBE firms, utilized on this contract, about opportunities on contracts without affirmative action goals.

2. Aspirational Goals

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

3. Definitions

- a. For purposes of this Special Condition, the following definitions applies:
 - (1) “Certified Minority Business Enterprise” means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, and Women’s Business Development Center.
 - (2) “Certified Women’s Business Enterprise” means a person or entity granted certification by the City of Chicago, County of Cook, Metropolitan Water Reclamation District, Chicago Minority Business Development Council, Central Management Service of the State of Illinois, , and Women’s Business Development Center.
 - (3) “Professional Service Contract” means a contract for professional services of any type.
 - (4) “Contract Specific Goals” means the subcontracting goals for MBE and WBE participation established for a particular contract based upon the availability of MBEs and WBEs to perform and anticipated scope of work of the contract and the PBC’s progress towards meeting the aspirational goals.

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

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

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

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

(9) "Minority" means:

- a. Any individual in the following racial or ethnic groups, members of which are rebuttably presumed to be socially disadvantaged:
 - i. African-Americans or Blacks, which includes persons having origins in any of the Black racial groups of Africa;
 - ii. Hispanics, which includes persons of Spanish culture with origins in Mexico, South or Central America or the Caribbean Islands, regardless of race;
 - iii. Asian-Americans, which includes persons whose origins are in any of the original peoples of the Far East, Southeast Asia, the islands of the Pacific or the Northern Marianas, or the Indian Subcontinent;
 - iv. American Indians, which includes persons having origins in any of the original peoples of North and South America (including Central America) and who maintain tribal affiliation or community attachment; and
- b. Individual members of other groups, including but not limited to Arab-Americans, found by the Commission to be socially disadvantaged by having suffered racial or ethnic prejudice or cultural bias within American society, without regard to individual qualities, resulting in decreased opportunities to compete in Chicago area markets or to do business with the Commission.

(10) "Minority-owned business enterprise" or "MBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged minority persons, or in the case of a publicly held corporation at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged minority persons whose management, policies, major decisions and daily business operations are independently managed and controlled by one or more economically disadvantaged minority persons.

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

(12) "Women-owned business enterprise" or "WBE" means a small local business enterprise which is at least 51% owned by one or more economically disadvantaged women or in the case of a publicly owned business, at least 51% of all classes of the stock of which is owned by one or more economically disadvantaged women, whose management, policies, major decisions and daily business operations are

independently managed and controlled by one or more economically disadvantaged women.

4. Determining MBE/WBE Utilization

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

- a. The total dollar value of the contract awarded to the certified MBE or WBE firm will be credited to such participation. Only minority business participation may be counted toward MBE participation and only women business participation may be counted toward WBE participation.
- b. The total dollar value of a contract with a firm owned and controlled by minority women is counted toward either the MBE or WBE goal, but not both. The Professional Service Provider employing the firm may choose the goal to which the contract value is applied. Various work done by one and the same sub-consultant will be considered, for the purpose of this principle, as work effectively done under one subcontract only, which sub-consultant may be counted toward only one of the goals, not toward both.
- c. A Professional Service Provider may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Program if the certified MBE or WBE participant of the joint venture:
 - (1) Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
 - (2) Is responsible for a clearly defined portion of work to be performed in proportion to the MBE or WBE ownership percentage.
- d. A Professional Service Provider may count toward its MBE and WBE goals only expenditures to firms that perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially-useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a firm is performing a commercially useful function, the PBC will evaluate the amount of work subcontracted, industry practices and other relevant factors.
- e. Consistent with normal industry practices, a MBE or WBE firm may enter into subcontracts. If a MBE or WBE Professional Service Provider subcontracts a significantly greater portion of the work of a contract than would be expected on the basis of normal industry practices, the MBE or WBE will be rebuttably presumed not to be performing a commercially-useful function.
- f. A Professional Service Provider may count toward its goals expenditures to MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale).
- g. A Professional Service Provider may count toward its goals expenditures to MBE or WBE suppliers provided that the supplier performs a commercially useful function in the supply process.

5. Submission of Proposals

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

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

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

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

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

6. Evaluation of Compliance Proposals

- a. The Proposer's MBE/WBE compliance proposal will be evaluated by the PBC. The Proposer agrees to provide, upon request, earnest and prompt cooperation to the Executive Director or his / her designee in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed MBE or WBE firm in providing such assistance. A proposal may be treated as non-responsive by reason of the determination that the Proposer's proposal did not contain a sufficient level of Certified MBE or WBE participation, that the Proposer was unresponsive or uncooperative when asked for further information relative to the proposal, or that false statements were made in the Schedules.
- b. If the PBC's review of a Proposer's proposal concludes that the MBE or WBE proposal was deficient, the PBC will promptly notify the Proposer of the apparent deficiency and instruct the Proposer to submit (within 3 business days of such notice given by the PBC) a modification of the MBE or WBE Proposal, in proper format, which remedies the deficiencies cited. Failure to correct all deficiencies cited by the PBC will be cause for rejection of the Proposer's proposal as non-responsive.
- c. Proposers will not be permitted to modify their MBE/WBE compliance proposal except insofar as directed to do so by the PBC. Therefore, all terms and conditions stipulated for prospective MBE and WBE consultants or suppliers should be satisfactorily negotiated prior to the submission to the PBC of the Proposer's MBE/WBE compliance proposal. If circumstances should arise, however, where a proposed MBE/WBE is no longer available, the process described in Section 12 should be followed.

7. Request for Waiver

- a. If a Proposer is unable to identify qualified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for this Contract, the proposal must include a written request for waiver. A request for waiver must be sent to the Executive Director and must set forth the Proposer's inability to obtain sufficient MBE and WBE firms notwithstanding good faith attempts to achieve such participation.
- b. Good Faith efforts to achieve participation include but are not limited to:
 - (1) Attendance at the Pre-proposal conference;

- (2) The Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies;
 - (3) Advertisement in trade association newsletters and minority and woman-oriented and general circulation media for specific sub-consultants;
 - (4) Timely notification of specific sub-consultants to minority and woman assistance agencies and associations;
 - (5) Description of direct negotiations with MBE and WBE firms for specific sub-consultants, including:
 - i. The name, address and telephone number of MBE and WBE firms contacted;
 - ii. A description of the information provided to MBE and WBE firms regarding the portions of the work to be performed; and
 - iii. The reasons why additional MBE and WBE firms were not obtained in spite of negotiations.
 - (6) A statement of the efforts made to select portions of the work proposed to be performed by MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the contract) in order to increase the likelihood of achieving sub participation.
 - (7) As to each MBE and WBE contacted which the Proposer considers to be not qualified, a detailed statement of the reasons for the Proposer's conclusion.
 - (8) Efforts made by the Proposer to expand its search for MBE and/or WBE firms beyond usual geographic boundaries.
 - (9) General efforts made to assist MBE and WBE firms to overcome participation barriers.
- c. The Executive Director, after review and evaluation of the request provided by the Proposer, may grant a waiver request upon the determination that:
- (1) Sufficient qualified MBE and/or WBE firms capable of providing the goods or services required by the contract are unavailable despite the good faith efforts of the Proposer;
 - (2) The price(s) quoted by potential MBE and/or WBE firms for goods or services is above competitive levels to an extent unwarranted by any increased cost of doing business attributable to the present effects of disadvantage or discrimination.

8. Failure To Achieve Goals

- a. If the Professional Service Provider cannot achieve the contract specific goals, as the Project proceeds, it must have documented its good faith efforts to do so. In determining whether the Professional Service Provider has made such good faith efforts, the performance of other Professional Service Providers in meeting the goals may be considered. The Executive Director or his designee shall consider, at a minimum, the Professional Service Provider's efforts to do the following:
 - (1) Soliciting through reasonable and available means the interest of MBEs or WBEs that Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (2) Provide interested MBEs or WBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - (3) Negotiating in good faith with interested MBEs or WBEs that have submitted proposals. Documentation of negotiation must include the names, addresses and telephone numbers of MBEs or WBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with MBEs or WBEs to perform the work. That there may be some

additional costs involved in solicitation and using MBEs and WBEs is not a sufficient reason for a Professional Service Provider's failure to meet the goals, as long as such costs are reasonable.

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

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

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

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

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

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

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

b. In the event the Public Building Commission Procurement Officer determines that the Professional Service Provider did not make a good faith effort to achieve the goals, the Professional Service Provider may file a Dispute to the Executive Director as provided in Section 11 of the Terms and Conditions of this Agreement.

9. Reporting and Record-Keeping Requirements

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

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

10. Disqualification of MBE or WBE

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

11. Prohibition On Changes To MBE/WBE Commitments

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

12. MBE/WBE Substitution Requirements and Procedures

- a. Arbitrary changes by the Professional Service Provider of the commitments earlier certified in the **Schedule D** are prohibited. Further, after once entering into each approved MBE and WBE sub-contract agreement, the Professional Service Provider shall thereafter neither terminate the subcontract, nor reduce the scope of the work to be performed by the MBE or WBE, nor decrease the price to the MBE or WBE, without in each instance receiving the prior written approval of the Executive Director. In some cases, however, it may become necessary to substitute a new MBE or WBE in order to actually fulfill the MBE or WBE requirements. In such cases, the Executive Director must be given reasons justifying the release by the Professional Service Provider of prior specific MBE or WBE commitments established in the contract, and will need to review the eligibility of the MBE or WBE presented as a substitute. The substitution procedure will be as follows:
 - (1) The Professional Service Provider must notify the Executive Director immediately in writing of an apparent necessity to reduce or terminate a MBE or WBE subcontract and to propose a substitute firm for some phase of work, if needed in order to sustain the fulfillment of the MBE/WBE contract requirements.
 - (2) The Professional Service Provider's notification should include the specific reasons for the proposed substitution. Stated reasons which would be acceptable include any of the following reasons: a) Unavailability after receipt of reasonable notice to proceed; b) failure of performance; c) financial incapacity; d) refusal by the sub-consultant to honor the proposal price or scope; e) mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed; f) failure of the sub-consultant to meet insurance, licensing or bonding requirements; g) the sub-consultant's withdrawal of its proposal; or h) decertification of the sub-consultant as MBE or WBE.
 - (3) The Professional Service Provider's position must be fully explained and supported with adequate documentation. Stated reasons which will not be acceptable include: replacement firm has been recruited to perform the same work under terms more advantageous to the Professional Service Provider; issues about performance by the committed MBE or WBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); an MBE or WBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.
 - (4) The Professional Service Provider's notification should include the names, address and principal official of any proposed substitute MBE or WBE and the dollar value and scope of work of the proposed subcontract. Attached should be all the same MBE/WBE affidavits, documents and Letters of Intent which are required of the proposed MBE or WBE firms.

(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.

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

13. Non-Compliance

- a. The Executive Director has the authority to apply suitable sanctions to the Professional Service Provider if the Professional Service Provider is found to be in non-compliance with the MBE and WBE requirements. Failure to comply with the MBE or WBE terms of this contract or failure to use MBE or WBE firms as stated in the Professional Service Provider's assurances constitutes a material breach of the contract, and may lead to the suspension or termination of the contract in part or in whole. In some cases, monthly progress payments may be withheld until corrective action is taken.
- b. When the contract is completed, if the Executive Director has determined that the Professional Service Provider did not comply in the fulfillment of the required MBE and/or WBE goals, and a grant of relief of the requirements was not obtained, the PBC 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 PBC may disqualify the Professional Service Provider from entering into future contracts with the PBC.

14. Severability

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

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SCHEDULE B - Joint Venture Affidavit (1 of 3)

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

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms that comprise the joint venture

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

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

5. Nature of joint venture's business

6. Provide a copy of the joint venture agreement.

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

8. Specify as to:

A. Profit and loss sharing _____%

B. Capital contributions, including equipment _____%

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

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

SCHEDULE B - Joint Venture Affidavit (2 of 3)

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

A. Financial decisions

B. Management decisions such as:

1) Estimating

2) Marketing and Sales

3) Hiring and firing of management personnel

4) Other

C. Purchasing of major items or supplies

D. Supervision of field operations

E. Supervision of office personnel

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

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

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

free act and deed.

free act and deed.

Notary Public

Notary Public

Commission expires:
(SEAL)

Commission expires:
(SEAL)

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

SCHEDULE C AND SUPPORTING DOCUMENTS MUST BE SUBMITTED WITH PROPOSAL

Name of Project: _____

Project Number: _____

FROM:

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

TO:

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

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

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

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

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

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

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

PARTIAL PAY ITEMS

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

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 Consultants.

_____ % of the dollar value of the MBE/WBE subcontract will be sublet to MBE/WBE Consultants.

If MBE/WBE subconsultant 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 subconsultant's scope of work will be sublet, a brief explanation and description of the work to be sublet must be provided.

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

By:

Name of MBE/WBE Firm (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone

SCHEDULE D - Affidavit of Professional Service Provider Regarding MBE/WBE Participation
(2 of 2)

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

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

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

By:

Name of Professional Service Provider (Print)

Signature

Date

Name (Print)

Phone

IF APPLICABLE:

By:

Joint Venture Partner (Print)

Signature

Date

Name (Print)

MBE ____ WBE ____ Non-MBE/WBE ____

Phone/FAX

STATUS REPORT OF MBE/WBE (SUB) CONTRACT PAYMENTS
(2 of 2)

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

(Affiant)

(Date)

On this _____ day of _____ 20 _____,

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

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

Notary Public
Commission Expires

(Seal)

ATTACHMENT D – INSURANCE REQUIREMENTS

REQUEST FOR QUALIFICATIONS INSURANCE BROKERAGE SERVICES PS1826

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.

D.1. INSURANCE TO BE PROVIDED

D.1.1. Workers' Compensation and Employers Liability

Workers' Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under the Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease

D.1.2. 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 the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission must be named as additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

D.1.3. 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 must be named as additional insured on a primary, non-contributory basis.

D.1.4. Professional Liability/Errors & Omissions

Professional Liability/Errors & Omissions Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

D.2. 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. Nonfulfillment of the insurance conditions may constitute a breach of the Agreement, and the Commission retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

The insurance must provide for 60 days prior written notice to be given to the Commission if 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 Commission, its' 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 Commission 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.

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ATTACHMENT E – DISCLOSURE OF RETAINED PARTIES

**REQUEST FOR QUALIFICATIONS
INSURANCE BROKERAGE SERVICES
PS1826**

A. Definitions and Disclosure Requirements

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

B. Certification

Consultant hereby certifies as follows:

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

2. Name of Consultant: _____

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

Retained Parties:

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

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

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

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

Signature

Date

Name (Type or Print)

Title

Subscribed and sworn to before me

this _____ day of _____ 20__

Notary Public

ATTACHMENT F
FORM OF AGREEMENT
TERMS AND CONDITIONS – INSURANCE BROKERAGE SERVICES

1. **Definitions.** The following phrases have the same meanings for purposes of this Agreement.
 - a. **Agreement** means this professional services agreement for Insurance Brokerage services, including all exhibits or documents attached hereto and/or incorporated by reference herein, and all amendments, modifications, or revisions made in accordance with the terms hereof.
 - b. **Commission** as herein referred to shall include the Public Building Commission of Chicago, the Commission's Chairman, Secretary, Assistant Secretary, Executive Director, Project Manager, or designated consultant or consultants, acting on behalf thereof, as designated by the Commission in writing, for the purpose of giving authorizations, instructions, and/or approval pursuant to this Agreement.
 - c. **Contract Documents** consists of all of the component parts of the Contract between the Commission and the Broker, without limitation, the general and special conditions, Broker specifications, scope, and modifications thereto.
 - d. **Broker** means the company or other entity identified in this agreement, and such successors or assigns, if any, as may be authorized by the terms and conditions of this Agreement.
 - e. **Key Personnel** means those job titles and persons as identified in those positions as identified in Broker's proposal and accepted by the Commission.
 - g. **Services** means, collectively, the services, duties and responsibilities that are necessary to allow the Broker to provide the Services required by the Commission under this Agreement.
 - h. **Sub-consultant** means a firm hired by the Broker to perform professional services related to the agreement.
 - i. **Broker Personnel** as herein referred to include partners, officers and all other personnel of the Broker.

2. **Incorporation of Documents.** The documents identified below in this paragraph are hereby incorporated in and made a part of this Agreement. By executing this Agreement, Broker acknowledges and agrees that Broker is familiar with the contents of each of such documents and will comply fully with all applicable portions thereof in performing the Services.
 - a. **Insurance Documents.** The insurance specifications for the Project, to the extent that specifications for the Project have been prepared, as set forth and described in this Agreement (the "Insurance Documents").
 - b. **Policies Concerning MBE and WBE.** The Commission's policies concerning utilization of minority business enterprises ("MBE") and women business enterprises ("WBE"), as the same may be revised from time to time.

3. **Engagement and Standards for Performing Services.**
 - a. **Engagement.** The Commission hereby engages the Broker, and the Broker 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 Broker.
 - b. **Performance Standard.** The Broker 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 insurance brokers performing services of a scope, purpose, and

magnitude comparable with the Services to be provided under this Agreement. In the event that, in the course of the performance of the Services, Broker identifies any condition, situation, issue or problem that affects the performance of the Services, Broker shall give prompt notice to the Commission. The Broker further promises that it will assign at all times during the term of the Agreement the number of experienced, appropriately trained employees necessary for the Broker to perform the Services in the manner required by the Agreement.

c. Broker's Personnel. Broker must ensure that all Services 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. Broker must maintain current copies of any such licenses and provide these copies upon request by the Commission. Broker remains responsible for the professional and technical accuracy of all Services furnished, whether by the Broker or others on its behalf. All deliverables will be prepared in a form and content satisfactory to the Commission and delivered in a timely manner consistent with the requirements of the Agreement.

d. Confidentiality. Broker acknowledges that it is entrusted with or has access to valuable and confidential information and records of the Commission and User Agency. Broker must at all times use its best efforts on behalf of the Commission to assure timely and satisfactory rendering and completion of its Services. Broker must at all times act in the best interests of the Commission and User Agency consistent with Broker's professional obligations assumed by Broker in entering into this Agreement. Broker 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. Broker must perform all Services in accordance with the terms and conditions of this Agreement, to the reasonable satisfaction of the Commission.

e. Independent Contractor. In performing the Services under this Agreement, Broker 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, Broker 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.

f. Limitations on Sub-Consultants. Broker 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.

g. Failure to Meet Performance Standard. If the Broker fails to comply with its obligations under the standards of the Agreement, the Broker 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 Broker 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 Broker, either under the Agreement, at law or in equity.

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

4. Duties and Obligations of Broker

a. Nondiscrimination. The Broker 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 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, inclusive and a Resolution passed by the Board of Commissioners of the Public Building Commission of Chicago on October 1, 2004, concerning participation of Minority Business Enterprises and Women Business Enterprises on contracts awarded by the

Commission. The Broker will furnish such reports and information as requested by the Commission and the Illinois Department of Human Relations or any other administrative or governmental entity overseeing the enforcement, administration or compliance with the above referenced laws and regulations.

b. Employment Procedures, Preferences and Compliances. Salaries of employees of Broker 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 Broker 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 Broker, 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 Broker to the respective employees to whom they are due.

c. Compliance with Policies Concerning MBE and WBE. Without limiting the generality of the requirements of the policies of the Commission referred to in paragraph 2 above, the Broker agrees to use best efforts to utilize minority business enterprises for not less than twenty five percent (25%) for MBE and five percent (5%) for WBE of the value of the Services, in accordance with the Resolution passed by the Board of Commissioners of the Commission on October 1, 2004, concerning participation of minority business enterprises and women business enterprises on contracts awarded by the Commission and to furnish to the Commission, such reports and other information concerning compliance with such Resolution as may be requested by the Commission from time to time.

d. Delays. The Broker 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 Broker 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.

e. Records. The Broker shall maintain accurate and complete records of expenditures, costs and time incurred by Broker in connection with the Services. The Commission may examine such records at Broker's offices upon reasonable notice during normal business hours. Broker shall retain all such records for a period of not less than five calendar years after the termination of this Agreement.

f. Time of Essence. The Broker 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 Commission. Broker agrees to use its best efforts to perform all Services in a timely manner and performance of all other obligations of the Broker under this Agreement and any other agreements entered into by the Commission which are managed or administered by the Broker as a result of the Broker's engagement hereunder.

g. Compliance with Laws. In performing its engagement under this Agreement, the Broker shall comply with all applicable federal, state and local laws, including but not limited to, those referenced in subparagraphs (a) and (b) above and in the documents referred to in paragraph 2 of this Agreement.

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

5. Term.

a. The term of this Agreement shall begin upon the final execution of this Agreement, and,

subject to the provisions of subparagraph (b) below, shall expire upon the date specified in the Agreement. The Commission and the Broker may, from time to time, by mutual agreement, extend the term of this Agreement by amending this Agreement.

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 Broker 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 Broker hereunder with respect to all or any part of the Services, by written notice given to the Broker at least five (5) days prior to the effective date of suspension. Termination or suspension of this Agreement shall not relieve the Broker from liability for the performance of any obligation of the Broker under this Agreement performed or to have been performed by the Broker on or before the effective date of termination or suspension. Provided the Broker is not in default under this Agreement at the time of termination or suspension, the Commission agrees to pay to the Broker, in accordance with the terms of this Agreement, all compensation and reimbursements due to the Broker for periods up to the effective date of termination or suspension. In no event shall the Commission be liable to the Broker for any loss, cost or damage which the Broker 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 Broker for actual expenses approved by the Commission.

c. If the Services, 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 Services, 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 Broker, or if the Commission fails to make any payment or perform any other obligation hereunder, the Broker 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 Broker for periods up to the effective date of termination.

6. Compensation of Broker; Reimbursement for Expenses. The Commission shall compensate the Broker for the Services in the manner set forth Schedule D of this Agreement. In addition, the Commission shall, upon submission of detailed invoices by the Broker, no more frequently than once every 30 days, and approval by the Commission of those invoices, reimburse the Broker for all Reimbursable Expenses. As used in this paragraph, the term "Reimbursable Expenses" shall mean those expenses identified as such in this Agreement.

7. Rights and Obligations of Commission. In connection with the administration of the Services by the Commission and the performance of this Agreement by the Broker, 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 Broker all reasonably requested information concerning the Commission's requirements for the Services and the Services.

b. Review of Documents. Subject to the provisions of subparagraph 4 (d) above, the Commission agrees to make a reasonable effort to examine documents submitted by the Broker and render decisions pertaining thereto with reasonable promptness.

c. 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 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 Broker.

d. 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 Broker or any party engaged by the Broker, 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 of the Broker on all

subjects relating to the Services.

8. Indemnification of Commission. The Broker 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 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 Broker or any person employed by the Broker to the maximum extent permitted by applicable law.

9. Insurance to be Maintained by Broker. The Broker shall purchase and maintain at all times during the performance of Services hereunder, for the benefit of the Commission and the Broker, insurance coverage as set forth in Schedule E of this agreement.

10. 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 Broker duly to observe or perform any obligation or agreement on the part of the Broker 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 give to the Broker by the Commission;

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

iii. Any representation or warranty of the Broker 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 Broker 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

v. There shall be commenced any proceeding against the Broker 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 Broker's consent or acquiescence, any trustee, receiver, liquidator or other custodian of all or any substantial part of the Broker's assets and properties, and such appointment shall not have been vacated, stayed, discharged, bonded or otherwise dismissed within sixty (60) days thereof.

b. Remedies. If an Event of Default shall occur and be continuing, then the Commission may exercise any right, power or remedy permitted to it by law or in equity and shall have, in particular, without limiting the generality of the foregoing, the right to terminate this Agreement upon written notice to the Broker, in which event the Commission shall have no further obligations hereunder or liability to the Broker 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.

11. Disputes.

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

b. Procedure. Requests for determination of disputes will be made by the Broker in writing specifically referencing this Section, and will include: 1) the issue(s) presented for resolution; 2) a statement of the respective positions of the Broker; 3) the facts underlying the dispute; 4) reference to the applicable provisions of the Agreement by page and section; 5) identify any other parties believed to be necessary to the resolution; and 6) all documentation which describes and relates to the dispute. Broker will promptly provide the Executive Director with a copy of the request for determination of the dispute. The Executive Director's decision may thereafter be reached in accordance with such other information or assistance as she or he may deem reasonable, necessary or desirable.

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

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

12. Confidentiality. All of the reports, information, or data prepared or assembled by the Broker under this Agreement are confidential, and the Broker 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 Broker shall not, without the prior written consent of the Commission, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Agreement, the Project or the Services.

13. Assignment. The Broker acknowledges that the Commission is induced to enter into this Agreement by the personal qualifications of the principals, staff and employees of the Broker and agrees, therefore, that neither this Agreement nor any right or obligation hereunder may be assigned by the Broker, 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 Broker.

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

15. Relationship of Parties. The relationship of the Broker to the Commission hereunder is that of an independent contractor, and the Broker, 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.

16. 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 Broker 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 Broker is not in default of any obligation of the Broker hereunder, the Commission shall pay to the Broker, according to the terms hereof, all compensation and reimbursements due to the Broker 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 Broker 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 Broker 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. Reimbursable Expenses. Reimbursable expenses includes those actual expenditures, as identified in Schedule D to this Agreement, which are made by the Broker and payable by the Commission.

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

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

j. Broker's Authority. Execution of this Agreement by the Broker 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 Broker have been made with complete and full authority to commit the Broker to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained or incorporated by reference in it.

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