

**PUBLIC BUILDING COMMISSION OF CHICAGO  
CHICAGO, ILLINOIS**

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
GENERAL CONSTRUCTION WORK**

**Richard M. Daley, Chairman  
Eileen J. Carey, Executive Director**

Advertised: Friday, July 6, 2001  
Friday, July 13, 2001  
Friday, July 20, 2001

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

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**ADDENDUM NO. 1**

**REQUEST FOR QUALIFICATIONS (RFQ)  
FOR  
GENERAL CONSTRUCTION WORK**

for

**PUBLIC BUILDING COMMISSION OF CHICAGO**

Richard M. Daley, Chairman  
Eileen J. Carey, Executive Director

Room 200  
Richard J. Daley Center  
66 West Washington Street  
Chicago, IL 60602

**Date:** July 18, 2001

**Notice of Changes in the RFQ Documents:**

The following changes are hereby made in the Request for Qualifications documents, and insofar as the prior Request for Qualifications documents are inconsistent herewith, the changes mentioned herein shall govern.

**Change 1:**

The **Due Date and Time for Responses** is hereby modified to read “**no later than 4:00 p.m. CDT on Friday, August 24, 2001.**” This due date and time appears in the GENERAL INVITATION section on page 3 of the RFQ documents.

**Change 2:**

The dates of advertisement for the RFQ are hereby modified to read:

“Thursday, July 19, 2001

Friday, July 27, 2001

Monday, July 30, 2001”

These dates of advertisement appear on the title page of the RFQ documents.

## TABLE OF CONTENTS

A.	GENERAL INVITATION.....	3
	1. Request for Qualifications Documents.....	3
	2. Questions.....	3
	3. Pre-Submittal Conference.....	3
	4. Due Date and Time for Responses.....	3
	5. Addenda.....	3
	6. False Statements.....	4
B.	GENERAL PROCESS.....	4
C.	SCOPE OF SERVICES.....	4
D.	QUALIFICATIONS AND REQUIREMENTS.....	5
	1. Licensing Requirements.....	5
	2. Insurance Requirements.....	5
	3. Bonding Requirements.....	5
	4. Financial Capacity.....	6
	5. Indemnification.....	6
	6. Minority & Women Business Enterprise (M/WBE) Utilization.....	6
	7. Chicago Resident Hiring.....	7
	8. Legal Requirements.....	8
E.	QUALIFICATION EVALUATION PROCESS.....	8
F.	EVALUATION CRITERIA.....	9
	1. Requirements.....	9
	2. Technical Competence.....	9
	3. Safety Record.....	9
	4. Past Performance.....	9
	5. Key Personnel.....	9
	6. Availability.....	9
	7. Management Plan.....	10
	8. Financial Capacity.....	10
	9. Legal Actions.....	10
	10. Responsiveness.....	10
G.	SUBMITTAL.....	10
	1. Format.....	10
	2. Instructions.....	10
	3. Submittal Requirements.....	11
	4. Submittal Data.....	13
	EXHIBIT 1 – QUALIFICATION SUBMITTAL.....	14
	ATTACHMENT A – DISCLOSURE AFFIDAVIT.....	47
	ATTACHMENT B – AFFIDAVIT.....	60
	EXHIBIT 2 – INSURANCE REQUIREMENTS.....	61
	EXHIBIT 3 – LEGAL REQUIREMENTS.....	86
	EXHIBIT 4 – OTHER REQUIREMENTS.....	98

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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#### A. GENERAL INVITATION

The Public Building Commission of Chicago (“Commission”) is soliciting the qualifications of General Contractors (“G.C.”) to perform construction work for certain projects of the Commission. A General Contractor seeking qualification (“Respondent”) is required to submit its qualifications and necessary documents (“Qualification Submittal”) as stated herein to be considered by the Commission. The Commission will evaluate Qualification Submittals to determine if each Respondent is qualified to perform construction work for the Commission as a General Contractor for projects of \$1,000,000 and above or only for projects under \$1,000,000.

1. **Request for Qualifications Documents.** Copies of the RFQ document are available at:

The Public Building Commission  
Richard J. Daley Center, Room 200  
66 West Washington  
Chicago, Illinois 60602  
(312) 744-3090

2. **Questions.** All questions regarding this document must be submitted in writing to the attention of:

Alev Nobles, Contract Administrator  
Public Building Commission of Chicago  
66 West Washington, Room 200  
Chicago, Illinois 60602  
Facsimile: 312-744-3572

3. **Pre-Submittal Conference.** A Pre-Submittal Conference will be held on **Wednesday, July 18, 2001 at 10:00 a.m. CDT** in the 2<sup>nd</sup> Floor Board Room, Richard J. Daley Center, Chicago, Illinois 60602. Attendance is strongly encouraged.
4. **Due Date and Time for Responses.** Sealed responses shall be submitted and received **no later than 4:00 p.m. CDT on Friday, August 10, 2001** at the Public Building Commission, Room 200, Richard J. Daley Center, Chicago, IL. When responses are delivered by mail or messenger to the Commission, the Respondent(s) shall be responsible for their delivery before the due date and time. Late submittals shall not be accepted unless the Executive Director determines that it is in the best interest of the Commission.
5. **Addenda.** Any interpretations, corrections, or changes to this RFQ will be made by addenda. Sole issuing authority of addenda shall be vested in the Commission. Addenda will be forwarded by first class mail or facsimile transmittal to all that are known to have received a copy of this RFQ, but the

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

Commission will not guarantee receipt of any addenda sent to the Respondent(s). It is the responsibility of the Respondent(s) to inquire as to the issuance of any addenda. Respondent(s) shall acknowledge receipt of all addenda in the cover letter of the response.

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

#### B. GENERAL PROCESS

- 1. Pre-Qualification Process.** The Commission will review the Qualification Submittals submitted by G.C. firms in response to this solicitation and evaluate them based upon the criteria described herein. Following the evaluation process, the Commission will approve or “qualify” those firms that are determined to be responsible for performing work on Commission projects. Firms that are determined to be eligible for qualification to perform general construction work will be qualified in one of the following two categories: for Commission general construction projects exceeding \$1,000,000 or for those Commission projects that are under \$1,000,000.
- 2. Projects.** The Public Building Commission will solicit bids for General Construction Work for certain projects undertaken by the Commission on behalf of its various user agencies. The project may consist of the construction and/or renovation of branch library facilities, police stations, fire stations, campus parks, and schools as well as other public improvements, buildings and facilities to be used by various agencies in the furnishing of governmental, health, safety and welfare services.
- 3. Bidding.** The Commission or an authorized representative of the Commission will solicit bids for specific projects from qualified G.C. firms by mail. Bid documents will describe the nature or character of the work, scope of work, location of project, completion date for the work, insurance and bonding requirements, and any other information necessary to apprise the bidders of the obligations of the contract. Following review of the bid proposals by the Commission and its authorized representative, the contract will be awarded to the lowest bidder based upon the award criteria whose qualifications have been approved by the Commission. Please note that a firm which has already been appointed as the Commission’s authorized representative on a project will not be invited to bid on the General Construction Work for that project.

#### C. SCOPE OF SERVICES

Those G.C. firms that are awarded contracts for Commission projects will be responsible for providing all required labor and materials, equipment, supervision and administration necessary to complete the scope of work described in the bid solicitations for those projects. The work will be supervised and administered on

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

behalf of the Commission by the Commission's authorized representative and such staff personnel as shall be determined by the Commission in accordance with procedures established by the Commission.

General Construction Work will be performed in compliance with all applicable rules, codes and regulations and will consist of the specific obligations described in the bid solicitation for each project. Specific work for assigned projects may include such of the following as shall be determined by the Commission:

1. Documenting project scopes, as required.
2. Procuring all materials, equipment, labor and vendor services.
3. Providing general conditions work.
4. Completing the punch list corrective work and turnover requirements.
5. Submitting samples, shop drawings and reports.
6. Procuring all permits, licenses and approvals.
7. Providing warranties, testing and operations manuals.
8. Testing and removing environmental contaminants.
9. Providing insurance and performance and payment bonds.
10. Complying with all directives and policies of the Commission.
11. Participating in periodic project coordination meetings.
12. Meeting with the representatives of the Commission and the User, as required.
13. Preparing and submitting timely reports concerning the progress of work.
14. Complying with MBE/WBE, Chicago City Residency and other requirements.
15. Maximizing hiring opportunities for community members.
16. Planning, coordinating and supervising the work.
17. Performing contract administration services.

#### D. QUALIFICATIONS AND REQUIREMENTS

The Public Building Commission will rely upon the G.C. to verify that any prospective participating vendors and subcontractors are appropriately licensed, insured and bonded, are of high quality, and meet all other requirements specified by the construction contract pursuant to procedures and policies of the Commission. The Commission reserves the right to add, delete or modify any requirements at its discretion.

1. **Licensing Requirements.** The G.C. must be licensed as required to perform the type of work indicated.
2. **Insurance Requirements.** The G.C. will be required to procure the types of insurance and the limits required on a project-by-project basis. Those requirements will be similar to the requirements depicted in Exhibit 2 but may vary as the Commission deems appropriate.
3. **Bonding Requirements.** The G.C. will be required to obtain a Performance and Payment Bond covering full and faithful performance of the contract and

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

full payment of obligations arising from the performance of the contract. The bond shall be prepared on form AIA A312 or comparable and shall be placed with a surety company or companies acceptable to the Commission. The surety company shall have a General Policyholder's rating not lower than "A" and a Financial Category rating not lower than "XII" in the *A.M. Best's Insurance Guide* with the latest available key rating. The Commission and its designee(s) shall be named as obligee(s) under such bonds.

4. **Financial Capacity.** The financial statements of the G.C. will be reviewed to determine availability of resources to successfully undertake projects. The G.C. may also provide information on the availability of a line of credit to supplement its cash flow needs.
5. **Indemnification.** The G.C. awarded any contract by or on behalf of the Commission will be required to execute an indemnification substantially as follows:

"The General Contractor shall, and hereby covenants and agrees, to indemnify, save and hold harmless the following indemnitees: The Commission, the User Agency, the Commission-designated representative and their respective commissioners, board members, officers, agents, representatives, consultants, designees and employees, individually and collectively, from all claims, demands, actions and the like, of every nature made or instituted by third parties, arising or alleged to arise out of the work under the contract, as a result of any negligent or willful act or omission of either the General Contractor, or any of its subcontractors, employees or agents. This indemnity shall include any and all expenses incurred in connection with the investigation of any claim or the defense of any lawsuit brought by any third party, including all court costs and actual attorneys' fees incurred by the indemnitees herein."

Respondent(s) will be required to provide a signed statement demonstrating the firm or venture's willingness to comply with the Commission's Indemnification requirement.

6. **Minority & Women Business Enterprise (M/WBE) Utilization.** It is the policy of the Commission to ensure competitive business opportunities for MBE and WBE firms in the performance of contracts, to prohibit discrimination in the award of or participation in contracts, and to abolish arbitrary barriers to full participation in contracts by all persons, regardless of race, sex or ethnicity. Therefore, the Commission has adopted a program for utilization of MBE and WBE firms as a means of providing open access to the

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

award of Commission contracts. Attention is directed to the provisions concerning MBE and WBE participation herein.

The Commission will assign specific goals for the utilization of certified MBE and WBE firms. The Respondent will be required to comply with the Commission's MBE and WBE requirements for each project.

If the Respondent is certified as an MBE or WBE firm, please indicate as such on the signed statement and provide proof of current certification as an MBE or WBE firm. If applicable, indicate the date each current certification expires.

The Commission recognizes MBE and WBE certification by the City of Chicago, County of Cook, the Chicago Board of Education, the Chicago Transit Authority, the Illinois Department of Transportation, the Metropolitan Water Reclamation District of Greater Chicago, the Chicago Minority Business Development Council, METRA, the Central Management Service of the State of Illinois and the Women's Business Development Center.

- 7. Chicago Resident Hiring.** The City of Chicago's resident hiring requirements will apply to this program.

"Contractor agrees to ensure that in the aggregated hours of Work to be performed by the Contractor and site Work subcontractors under this contract: at least fifty (50%) percent of the on-site worker hours in the category of construction laborers; and at least fifty (50%) percent of the on-site worker hours in the category of skilled construction trade workers shall be performed by actual residents of the City of Chicago. These minimal percentage levels of Chicagoans as laborers and skilled trade Workers shall not be understood as limiting or determining the fuller utilization of Chicagoans beyond these numerical levels, but are intended instead as minimum requirements unless the Commission grants a waiver based upon demonstration by the Contractor of impracticability or excessive cost of complying with the specified percentages. A waiver or reduction shall be deemed appropriate if the Contractor has unsuccessfully solicited a sufficient number of residents of the City of Chicago to perform the Work and has documented such effort to the satisfaction of the Commission. In addition, a Contractor seeking a waiver or reduction shall provide timely notice of the need for qualified residents of the City of Chicago to an appropriate source of referrals, which source shall be entitled to comment on any waiver or reduction application."

In an effort to augment community hiring, Contractor will be required to demonstrate sensitivity to the community where the work is to be performed and maximize hiring opportunities for members of that community.

- 8. Legal Requirements.** The Commission shall incorporate into any contract awarded by or on behalf of the Commission certain legal requirements of the

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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United States, the State of Illinois and City of Chicago, including but not limited to *United States Civil Rights Act of 1964*, the *Americans with Disabilities Act of 1990*, the *Illinois Human Rights Act*, the *Discrimination in Public Contracts Act*, the *Prevailing Wage Act*, *City Child Support Ordinance*, *Payment of Outstanding Parking Violations* and *Disclosure of Ownership* provisions of the Municipal Code, a description of which are attached hereto as Exhibit 3.

#### **E. QUALIFICATION EVALUATION PROCESS**

1. The Commission will review the Qualification Submittals in accordance with the evaluation criteria set forth herein. The Commission reserves the right to require Respondents to submit to interviews to clarify or explain their Qualification Submittals. The Commission may also request additional documentation in order to seek clarification of the Submittal, or request one or more meetings with Respondents and/or perform site visits in order to clarify Respondents' qualifications and capabilities for this Program. After evaluating all information, the Commission will make a final determination. The Commission will notify Respondents found eligible to participate in this program upon final approval.
2. The Qualification Submittal and any and all addenda, amendments, attachments, and/or other documents submitted to the Commission shall be incorporated into any contract that may be awarded by or on behalf of the Commission at a subsequent date.
3. The Commission, at its sole discretion, may elect to qualify firms based upon the estimated cost of a project or projects, type of work, or any other factors as determined by the Commission at its sole discretion.
4. The Commission may elect to establish a contract limit based upon the financial resources of the G.C.
5. If the Respondent elects to apply for all Commission projects and does not receive qualification for all projects, the Commission shall consider the Qualification Submittal for qualification for projects under \$1,000,000.00.
6. The Commission reserves the right to reject any and all Qualification Submittals and to waive any informality in the submitted Qualification Submittals whenever it determines such rejection or waiver is in its best interest.
7. The Commission's approval of a G.C. pursuant to this RFQ does not mean that the Commission approves the G.C. as qualified to perform a specific project. The Commission reserves the right to review a G.C.'s qualifications to perform a specific project at the time of bid opening for the specific project and reject

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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its bid proposal if the Commission determines that the G.C. is not qualified to perform that project.

8. The Commission reserves the right to cancel this procurement process whenever the best interests of the Commission are served. The Commission shall not be liable for costs incurred by respondents associated with this procurement process.

#### F. EVALUATION CRITERIA

The Commission shall review and evaluate the qualifications of each Respondent in accordance with the following criteria:

1. **Requirements.** Firm's compliance with all requirements (including but not limited to necessary licenses, those requirements detailed in Section D, and those specified throughout this RFQ) necessary to perform the work described in this RFQ.
2. **Technical Competence.** Firm's experience in projects of similar nature and magnitude necessary for the satisfactory performance of Commission projects. Projects considered shall include but is not limited to those performed for Chicago Housing Authority, Chicago Public Schools, Chicago Park District, Public Building Commission of Chicago, Chicago Transit Authority, City of Chicago, City Colleges, Chicago Metropolitan Water Reclamation District and/or Forest Preserve.
3. **Safety Record.** Evidence of a good safety record on projects of similar nature and magnitude as identified by the ratio of hours lost due to injury to hours worked. Injury is defined as injury sustained on the project that was fatal or required hospitalization. Evidence of an effective safety policy/plan.
4. **Past Performance.** Past performance on projects as G.C. on projects of private owners and other government agencies as it relates to firm's ability to successfully administer, manage, schedule, and coordinate projects in order to control cost and perform high-quality projects with an acceptable safety record. Past performance shall also be evaluated in terms of firm's ability to meet or exceed the MBE/WBE and EEO goals in other public sector contracts. The Commission may solicit from current and past clients, or any available resources, relevant information concerning the firm's record of past performance.
5. **Key Personnel.** Qualifications of proposed key personnel and their experience performing similar work on other successfully completed projects.
6. **Availability.** Availability of proposed key personnel to work on Commission projects.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

7. **Management Plan.** Quality of proposed management plan to manage projects as evidenced by its successful implementation on projects of similar nature.
8. **Financial Capacity.** The financial capacity and resources of the Respondent to successfully undertake and complete projects within the required schedule.
9. **Legal Actions.** Respondent's history regarding defaults or terminations on projects; failure to complete projects on schedule; litigation history, including judgments and outstanding lawsuits; and violation of laws.
10. **Responsiveness.** Submittal responsiveness to all other RFQ requirements.

#### G. SUBMITTAL

1. **Format.** Submittals shall be bound on the long side with material on one side only. Sections shall be separated by labeled tabs from “a” to “k” as described in the section titled “Submittal Requirements” on page 11. Expensive bindings are discouraged since no materials will be returned.
2. **Instructions**
  - a. Provide a cover letter, signed by an authorized representative of the firm, stating that the Respondent “has reviewed the Request For Qualifications (RFQ) documents including any addenda or attached exhibits, understands the RFQ requirements, and agrees to meet such requirements if selected.” The cover letter shall precede G.3.b. below in the submittal.
  - b. Exhibit 1 and attachments shall be submitted on the forms provided. Qualification Submittals received prior to the advertised hour of opening shall be securely kept. The Commission is not responsible for lateness of mail or courier. The clock at the Commission reception desk in Room 200, Richard J. Daley Center, Chicago, IL 60602 shall be the reference for determining the official time of receipt.
  - c. Qualification Submittals (Exhibit 1) must include all required information requested herein. Failure to submit in accordance with format and content requirements may result in the determination that the Qualification Submittal is non-responsive. Such determination shall be at the sole discretion of the Commission. The cover letter and all documents described herein shall be included in the Qualification Submittal. Additional information may be included at the Respondent’s discretion at the back of the Qualification Submittal.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- d. Signatures, wherever required in the Qualification Submittal, should be manually executed in blue ink by a person having the authority to represent the Respondent and disclose the information requested herein.
  - e. Wherever required in the Qualification Submittal, forms should be duly notarized.
  - f. Documents cannot be altered or amended after the submission deadline, except as directed or approved by the Commission. Any interlineation, alteration, or erasure made before submittal must be initialed by the signer of the Qualification Submittal to guarantee authenticity.
  - g. Only firms or joint ventures that have submitted a Qualification Submittal in response to the RFQ and have been approved by the Commission as “qualified” shall be permitted to bid for a contract to perform construction work as a General Contractor. The Respondent agrees to provide information concerning any factors that would affect its qualifications to perform the contract(s). If the ownership, financial status, key team members or availability of personnel of the Respondent changes substantially after the Respondent presents the Qualification Submittal to the Commission, the Respondent must notify the Commission in writing. Qualification may be rescinded at the sole discretion of the Commission in the event of a material or adverse change in the Respondent's qualifications or if the Respondent fails to cooperate with the Commission in its investigation.
  - h. Care and diligence has been used in the preparation of this information, and it is believed to be substantially correct. Respondent(s) must fully examine the scope of services of each individual bid opportunity. The Commission and its representatives will not be responsible for any errors or omissions in this RFQ, nor for the failure on the part of the Respondent(s) to determine the full extent of the exposures. Information included herein must not be considered a warranty. In addition, the responsibility for determining the full extent of the exposure and the verification of all information presented in connection with any project rests solely upon the G.C.
3. **Submittal Requirements.** Detach Exhibit 1, including all attachments, complete in its entirety, attach documents as appropriate, and submit to the Commission as follows:
- a. Cover Letter. Compose a cover letter as described in Section G.2.a. An authorized representative of the firm must sign the letter.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- b. Requirements. Complete Form A and attach copies of documents required on the Form, including but not limited to joint venture agreement, if any, licenses, MBE/WBE certification letters, and certificate of insurance.
- c. Technical Competence. Complete one Form B for each related project indicating project experience and contact person. Complete Form D in its entirety.
- d. Safety Record. Complete Form C regarding safety record for each project identified on Form B. Attach a copy of the Respondent's site safety policy/plan.
- e. Key Personnel. Complete Form E and attach copy of résumés as necessary in order to document key personnel's experience.
- f. Availability of Personnel. Complete Form F indicating the level of commitment of key personnel and their availability to perform work for projects above \$1,000,000 and below \$1,000,000 under this Program.
- g. Management Plan. Complete Form G in its entirety and attach an organizational chart depicting the name, title/role, and area of responsibility of proposed key personnel. Organization chart must reflect clear lines of communication. Attach additional information that shall help evaluate the effectiveness of the management plan, including the Respondent's policy on quality.
- h. Financial Capacity. Complete Form H indicating at least three business or financial references. Complete Form I indicating Respondent's financial status and relationships with financial institutions. In lieu of Sections 3 and 4 of Form I, Respondent may attach a copy of the audited statement for the last fiscal year. The audited statement should include but not be limited to the auditor's opinion letter, balance sheet and related notes, and other related schedules and notes that may help assess financial capacity of Respondent. In the event that Respondent does not have an audited financial statement, Respondent may submit a review or compilation prepared by an outside accountant. The Commission, however, reserves the right to request additional information. In addition, provide evidence of the availability of a line of credit.
- i. Legal Actions. Complete Form J disclosing any legal actions taken against Respondent. Attach detailed explanation as appropriate.
- j. Disclosure Affidavit. Complete Attachment A disclosing certain economic information.

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

---

- k. Affidavit. Complete Attachment B that certifies the accuracy of the information contained in the submittal.
4. **Submittal Data**. Submit three (3) copies of the Qualification Submittal. A minimum of one copy shall contain original signatures on all forms and shall be marked "Original" on the cover. The other two (2) may be copies. Provide the following information on the cover:

Date  
Name of Company  
Addenda Nos. \_\_\_\_ to \_\_\_\_ Received

QUALIFICATION SUBMITTAL FOR  
GENERAL CONSTRUCTION WORK

Indicate if submittal is for: All Projects or Projects < \$1 million

- a. All questions regarding this document must be submitted in writing to the attention of:

Alev Nobles, Contract Administrator  
Public Building Commission of Chicago  
66 West Washington, Room 200  
Chicago, Illinois 60602  
Facsimile: 312-744-3572

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**EXHIBIT 1**

**QUALIFICATION SUBMITTAL**

**NOTE: Detach this Exhibit and all attachments, complete in its entirety, attach documents as appropriate, and submit to the Commission.**

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

Form A -REQUIREMENTS

Section 1. Respondent Business Information

Name of Firm: \_\_\_\_\_ Phone No. (\_\_\_\_)\_\_\_\_\_

Address: \_\_\_\_\_ Fax No. (\_\_\_\_)\_\_\_\_\_

\_\_\_\_\_ County: \_\_\_\_\_

Other means of communicating with your firm, if any (mobile phone, pager, e-mail):

\_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Submittal is for: \_\_\_Parent Company \_\_\_Subsidiary \_\_\_Division \_\_\_Branch Office

Parent Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Type of Firm: \_\_\_Corporation State \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_ Partnership \_\_\_ Individual \_\_\_ Joint Venture \_\_\_ Other

NOTE: If a joint venture, attach a copy of joint venture agreement attached to this form. Joint venture must submit list projects underway or completed as a joint venture on Form B-1.

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? \_\_\_\_\_

\_\_\_\_\_

Is your organization currently certified as a MBE or WBE? Yes\_\_\_ No\_\_\_

If yes, attach a copy of certification from all of the agencies listed in Section D.6 of this RFQ that apply. Indicate the date each current certification expires in the following table:

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

**Form A (continued)**

Agency	Certified from this Agency? (Yes/No)	Certification expiration date (if applicable)
City of Chicago	_____	_____
County of Cook	_____	_____
Chicago Board of Education	_____	_____
Chicago Transit Authority	_____	_____
Illinois Department of Transportation	_____	_____
Metropolitan Water Reclamation District	_____	_____
Chicago Minority Business Development Council	_____	_____
Central Management Service of the State of Illinois	_____	_____
METRA	_____	_____
Women's Business Development Center	_____	_____

**Section 2. 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. Attach a copy of each license listed.

Category	Registered License (or license number)	Organization Issuing License	Certification Expiration Date	Intend to Perform? Yes/No
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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**Form A (continued)**

**Section 3. Bonding**

Indicate the maximum bonding capacity of your firm on the date of this Qualification Submittal (or as of the date last bonded, including said date):

Maximum bonding: \_\_\_\_\_ as of: \_\_\_\_\_

Provide information regarding the surety that will provide the Payment and Performance Bond for project(s) to be awarded by or on behalf of the Commission.

Name of Surety: \_\_\_\_\_

Street Address: \_\_\_\_\_

Telephone No: (\_\_\_\_\_) \_\_\_\_\_ Facsimile No: (\_\_\_\_\_) \_\_\_\_\_

Local Agent or Broker: \_\_\_\_\_

Street Address: \_\_\_\_\_

Business Phone No.: (\_\_\_\_\_) \_\_\_\_\_ Facsimile No. (\_\_\_\_\_) \_\_\_\_\_

**Section 4. Insurance**

Attach a sample Certificate of Insurance that demonstrates the ability to obtain the coverages specified in Exhibit 2 of this RFQ.

**Section 5. MBE/WBE Compliance**

Complete the table on the following page, including each public sector contract your firm was awarded in the last three (3) years.

“Public Sector Contracts” means any contracts awarded to your firm by a government entity, including but not limited to the Public Building Commission of Chicago, City of Chicago, Chicago Board of Education, Chicago Park District, Chicago Transit Authority, Cook County, Metropolitan Water Reclamation District, State of Illinois, and the United States Government.

If your firm has not been awarded any public sector contracts, please detail on a separate sheet the firm’s plan to comply with the MBE/WBE utilization goals, including areas of work and specific firms.



Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

Form A (continued)

**Commitment to Comply with Chicago Resident Hiring, Indemnification  
and all other Requirements**

I/We \_\_\_\_\_, an authorized representative of the Respondent, agree to comply with Chicago Resident Hiring, indemnification and all other requirements.

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

Signed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

*Notary Seal*

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

**Form B – TECHNICAL COMPETENCE**

**Relevant Project Experience**

NOTE: Provide one Form B per project. Duplicate Form B as necessary. Include the two largest projects completed in the last two years.

Project Title: \_\_\_\_\_

Project Type: \_\_\_\_\_

Location: \_\_\_\_\_

Total Dollar Value: \$ \_\_\_\_\_

Self-performed: \$ \_\_\_\_\_

<u>Scheduled Start Date</u>	<u>Scheduled Completion Date</u>	<u>Actual Completion Date</u>
_____	_____	_____

	<u>Owner/Agency</u>	<u>Architect</u>
Name:	_____	_____
Address:	_____	_____
	_____	_____
Contact Person:	_____	_____
Phone No.:	_____	_____

Other contacts (specify name, organization, address, and phone number)

\_\_\_\_\_  
\_\_\_\_\_

Brief description of project scope and type of work that was self-performed by Respondent:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

Form C – SAFETY RECORD

For each project identified on Form B, provide the following details in this format:

<u>Project Name</u>	<u>Employee Hours Lost Due to Injury*</u> (a)	<u>Estimated Employee Hours Worked (b)</u>	<u>Ratio: Hours Lost to Hours Worked (a/b)</u>
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\*Injury is defined as injury sustained on the project that was fatal or required hospitalization.

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Does the Respondent have an established site safety policy/plan? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, when was the policy/plan implemented? \_\_\_\_\_

If yes, attach a copy of the firm’s policy/plan.

Does the Respondent’s project safety manual include:

- \_\_\_ a. Orientation for all new employees?
- \_\_\_ b. Monthly training of managers and supervisors?
- \_\_\_ c. Weekly education “tool box talks” with field personnel and subcontractors?
- \_\_\_ d. A separately trained and qualified safety officer whose sole responsibility is safety?
- \_\_\_ e. Monthly inspection of all plant, scaffolding, machinery and electrical installations?

Specify any other requirements contained in the Respondent’s project safety manual:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

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Form E – KEY PERSONNEL

**Note:** Attach a copy of the résumé for each key personnel.

Name: \_\_\_\_\_ Proposed Role: \_\_\_\_\_

Number of years of experience performing in a similar role : \_\_\_\_\_

Number of years with your organization: \_\_\_\_\_

Educational Background/Special Training/Certifications/Licenses: \_\_\_\_\_

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Experience: Describe experience, list projects performed where key personnel had a similar role as that proposed. Indicate the name of the project, the dollar value of project, owner and brief description of role in the project. Attach additional sheets as necessary.

Project: \_\_\_\_\_ Contract \$ value: \_\_\_\_\_

Owner: \_\_\_\_\_

Description of Role in Project: \_\_\_\_\_

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Project: \_\_\_\_\_ Contract \$ value: \_\_\_\_\_

Owner: \_\_\_\_\_

Description of Role in Project: \_\_\_\_\_

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Project: \_\_\_\_\_ Contract \$ value: \_\_\_\_\_

Owner: \_\_\_\_\_

Description of Role in Project: \_\_\_\_\_

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Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

Form G – MANAGEMENT PLAN

Section 1. Management Tools

Attach a proposed project organization chart showing key positions, individuals, responsibilities of such individuals, structure of organization and lines of communication.

How frequently will the project manager typically visit the site of a project?

- \_\_\_\_\_ More often than once a week
- \_\_\_\_\_ Once a week
- \_\_\_\_\_ As needed (less than once a week)

Average # of hours direct project involvement by project manager per month.

- \_\_\_\_\_ 1-10    \_\_\_\_\_ 10-20    \_\_\_\_\_ 20-40    \_\_\_\_\_ over 40

Will key personnel be equipped with:

- \_\_\_\_\_ Computer/modem?
- \_\_\_\_\_ Cellular phones?
- \_\_\_\_\_ Pagers?

Will your firm/joint venture utilize formal logs to track:

- \_\_\_\_\_ Submittals?
- \_\_\_\_\_ Requests for Information?
- \_\_\_\_\_ Requests for Scope Changes?
- \_\_\_\_\_ Scope Changes?

If you answered yes to any of the above, include an example.

Is your firm or venture capable of producing a CPM schedule in-house?

Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, include an example.

Will required work be self-performed or subcontracted?

Self-performed \_\_\_\_\_ Subcontracted \_\_\_\_\_

Section 2. Management Plan

Describe how the management tools specified in Section 1 will help Respondent’s personnel effectively manage the project:

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**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

---

**Form G (continued)**

On which projects has this management plan been successfully implemented?

Describe mechanism/strategy in place to make adjustments to the management plan or tolls in order to meet project needs.

How does your firm control quality? Describe Quality Control procedures below and submit a copy of the Respondent's policy on quality.

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

---

**Form H – BUSINESS AND FINANCIAL REFERENCES**

Provide at least three business and/or financial references.

Contact: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. (\_\_\_\_\_) \_\_\_\_\_

Describe relationship: \_\_\_\_\_

Contact: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. (\_\_\_\_\_) \_\_\_\_\_

Describe relationship: \_\_\_\_\_

Contact: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone No. (\_\_\_\_\_) \_\_\_\_\_

Describe relationship: \_\_\_\_\_

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

---

Form I – FINANCIAL CAPACITY

**Section 1. Financial Statement**

Attach your firm's audited financial statement for the last fiscal year in accordance with the submittal requirements under Section G.3. of this RFQ. If a joint venture, submit financial statements for the joint venture name and each joint venture partner.

Name and address of firm preparing attached financial statement, and date thereof:

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

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone No. (\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

Is the financial statement enclosed for the identical organization stated on the Disclosure Affidavit required in this RFQ?

Yes       No

If no, explain in detail on a separate sheet the relationship and financial responsibility of the organization named on the financial statement enclosed.

Indicate below the amount of revenues earned by the firm or venture from construction-related activities for the last three (3) years.

2000 \_\_\_\_\_

1999 \_\_\_\_\_

1998 \_\_\_\_\_

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

---

**Form I (continued)**

**Section 2. Banking**

Provide the following information about the firm's or venture's primary commercial bank:  
(Duplicate this form as required if the firm or venture uses more than one bank.)

Name of Bank: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

Contact Officer, title & phone: \_\_\_\_\_

Account Name (if other than name of firm or venture): \_\_\_\_\_

\_\_\_\_\_

In what year was this banking relationship established? \_\_\_\_\_

Does the firm or venture have access to a line of credit? \_\_\_\_\_

If yes, how much? \$ \_\_\_\_\_

Name of bank or other source: \_\_\_\_\_

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

Form I (continued)

Section 3. Certificate Of Accountant

- Check one:
- ~ AUDITED
  - ~ REVIEWED (Attach appropriate review letter.)
  - ~ COMPILATION (Attach appropriate compilation letter.)

I/ we have examined the balance sheet of \_\_\_\_\_  
(Name of Firm)  
 as of \_\_\_\_\_, 20\_\_\_\_. My/our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as I/we considered in the circumstances.

In my/our opinion, the accompanying balance sheet presents fairly the financial position of \_\_\_\_\_  
(Name of Firm) at \_\_\_\_\_, 20\_\_\_\_.

in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding year. Also, in our opinion, the accompanying schedules are stated fairly in all material respects when considered in conjunction with the balance sheet taken as a whole.

Further, I/we certify that I/we do not have direct or indirect financial interest in or am/are connected with the business of the contractor.

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Certified Public Accountant(s)

By: \_\_\_\_\_

Certificate No. \_\_\_\_\_

Issued by State of \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

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Form I (continued)

Section 4. Contractor's Balance Sheet

Condition at Close of Business \_\_\_\_\_, 20\_\_\_\_\_.

**Current Assets**

Cash in Banks & on Hand (A) \_\_\_\_\_

Notes Receivable (B) \_\_\_\_\_

Certificates & Cashier's Checks on Deposit (C) \_\_\_\_\_

Accounts Receivable - Contracts (D) \_\_\_\_\_

Other Accounts Receivable (E) \_\_\_\_\_

Stocks, Bonds (F) \_\_\_\_\_

Materials in Stock (G) \_\_\_\_\_

Cash Surrender Value - Life Insurance (H) \_\_\_\_\_

Prepaid Items (I) \_\_\_\_\_

Cost in Excess of Billings (J) \_\_\_\_\_

Other Current Assets (K) \_\_\_\_\_

**TOTAL CURRENT ASSETS** \$ \_\_\_\_\_

**Fixed Assets** \_\_\_\_\_

Equipment (book value) \_\_\_\_\_

Real Estate (L) \_\_\_\_\_

**TOTAL FIXED ASSETS** \$ \_\_\_\_\_

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

---

Form I (continued)

Other Assets (M)

_____	_____
_____	_____

**TOTAL OTHER ASSETS** \$ \_\_\_\_\_

**TOTAL ASSETS** \$ \_\_\_\_\_

**Current Liabilities**

Notes Payable (N) \_\_\_\_\_

Accounts Payable Subcontractors (O) \_\_\_\_\_

Other Accounts Payable (P) \_\_\_\_\_

Miscellaneous Current Liabilities (Q) \_\_\_\_\_

Chattel Mortgages Equipment (current) (R) \_\_\_\_\_

Billings in Excess of Costs (J) \_\_\_\_\_

**TOTAL CURRENT LIABILITIES** \$ \_\_\_\_\_

**Fixed & Other Liabilities**

Mortgages Real Estate (long term) (L) \_\_\_\_\_

Mortgages Equipment (long term) (R) \_\_\_\_\_

Notes Payable Officers Stockholders (S) \_\_\_\_\_

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**TOTAL FIXED & OTHER LIABILITIES** \$ \_\_\_\_\_

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

---

**Form I (continued)**

**Net Worth**

Capital Stock Corporation (T)

\_\_\_\_\_

Surplus (U)

\_\_\_\_\_

Individual or Partnership Capital (V)

\_\_\_\_\_

**NET WORTH**

**\$ \_\_\_\_\_**

**TOTAL LIABILITIES & NET WORTH**

**\$ \_\_\_\_\_**

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

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**Form I (continued)**

**A. CASH IN BANKS**

Name of Bank	Location	Deposit in Name of	Amount

**B. NOTES RECEIVABLE**

Receivable From: Name and Address	For What	How Secured	Amount





Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

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Form I (continued)

G. MATERIALS IN STOCK

Kind of Material	Quantity	Present Value for Incomplete Contracts	Other Materials

H. CASH SURRENDER VALUE OF LIFE INSURANCE

Carried On	Payable To	Surrender Value	Amount of Loans



Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

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Form I (continued)

**K. OTHER CURRENT ASSETS**

Description	Amount

**L. REAL ESTATE**

Description and Location	Whose Name on Title	Cost or Equity	Present Market Value	Amount of Mortgage or Encumbrance

**M. OTHER ASSETS**

Description	Amount

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

---

Form I (continued)

N. NOTES PAYABLE

To Whom - Name and Address	What Security	When Due	Amount

O. ACCOUNTS PAYABLE - SUBCONTRACTORS

Name of Subcontractor	Contract Price	Amount Retained	Date Due	Amount



**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

---

**Form I (continued)**

**R. CHATTEL MORTGAGES - EQUIPMENT**

To Whom Payable	How Payable and Amounts	Date Due	Amount

**S. NOTES PAYABLE - OFFICERS - STOCKHOLDERS**

To Whom Payable	Date Due	Amount

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

**Form I (continued)**

**T. CAPITAL STOCK**

Complete the following schedule:

Preferred Stock: Class and Par Value	Authorized		Treasury Stock		Outstanding	
	Shares	Amount	Shares	Cost	Shares	Amount
Common Stock: Class and Par Value						

Was additional stock issued during the past year? Yes \_\_\_\_ No \_\_\_\_  
 If so, how much for cash \_\_\_\_\_  
 For other \_\_\_\_\_

Officers, directors, and all individuals owning beneficial interest of 7 % or more:

Name and Address	Title	% of Stock Owned

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

**Form I (continued)**

**U. SURPLUS**

Balance	Paid in Surplus	Appraisal Surplus	Retained Earnings
<b>Beginning of the Year :</b>			
<b>End of the Year:</b>			

Are any transactions reflected in surplus accounts during the current reporting period not the result of (1) net income, (2) capital contributions, (3) dividends paid or (4) net loss? \_\_\_\_\_

If yes, explain fully: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are there any restrictions on the distribution of surplus? \_\_\_\_\_ If so, explain. \_\_\_\_\_

\_\_\_\_\_

**V. INDIVIDUAL OR PARTNERSHIP CAPITAL**

Names and Addresses of partners:

Names	Addresses	Capital Balance Beginning of Year	Capital Balance End of Year
	<b>TOTAL</b>		

Are any transactions reflected in the individual capital accounts during the current reporting period not the result of (1) capital contributions, (2) net earnings, (3) withdrawals or, (4) net loss? \_\_\_\_\_

If so, explain fully: \_\_\_\_\_

\_\_\_\_\_



**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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**Form J – Legal Actions**

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

Has the firm or venture been issued a notice of default on any contract awarded to it in the last three years?            Yes \_\_\_\_\_            No \_\_\_\_\_

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 \_\_\_\_\_            No \_\_\_\_\_

If yes, include dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation.

\$ \_\_\_\_\_

Within the past three years has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?            Yes \_\_\_\_\_            No \_\_\_\_\_

Within the last three 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 \_\_\_\_\_            No \_\_\_\_\_

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 \_\_\_\_\_            No \_\_\_\_\_

Has the firm or venture ever been temporarily or permanently debarred from contract award by any federal, state, or local agency?            Yes \_\_\_\_\_            No \_\_\_\_\_

Within the last three years, has the firm or venture been investigated or assessed penalties for any statutory or administrative violations?            Yes \_\_\_\_\_            No \_\_\_\_\_

Has the firm or venture ever failed to complete any work awarded to it?  
Yes \_\_\_\_\_            No \_\_\_\_\_

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

EXHIBIT 1 - Attachment A

Public Building Commission of Chicago  
Disclosure Affidavit

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

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Federal Employer I.D. #: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Nature of Transaction:

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

Instructions: FOR USE WITH ANY OF THE ABOVE TRANSACTIONS. Anyone proposing one of the above transactions with the Public Building Commission of Chicago must complete this Disclosure Affidavit. Please note that in the event the Contractor is a joint venture, the joint venture and each of the joint venture partners must submit a completed Disclosure Affidavit.

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

and on behalf of \_\_\_\_\_  
("Bidder/ Proposer" or "Contractor") having been duly sworn under oath certifies that:

**I. DISCLOSURE OF OWNERSHIP INTERESTS**

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

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

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

**SECTION 1. FOR PROFIT CORPORATION**

a. State of Incorporation \_\_\_\_\_

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

c. Names of all officers of corporation (or attach list):		Names of all directors of corporation (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. Is the corporation owned partially or completely by one or more other corporations?  
Yes [ ] No [ ]  
If "yes" provide the above information, as applicable, for each such corporation.

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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**SECTION 2. PARTNERSHIPS**

- a. If the bidder/proposer is a partnership, indicate the name of each partner and the percentage of interest of each therein.

Name of Partners (Print or Type)	Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

**SECTION 3. SOLE PROPRIETORSHIP**

- a. The bidder/proposer 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)
_____	_____
_____	_____
_____	_____

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

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

If the bidder/proposer 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.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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## II. CONTRACTOR CERTIFICATION

### A. CONTRACTOR

1. The Contractor, or any subcontractor to be used in the performance of this contract, or any affiliated entities of the Contractor or any such subcontractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, any such subcontractor or any such affiliated entity, acting pursuant to the direction or authorization of a responsible official thereof has not, during a period of three years prior to the date of execution of this certification or if a subcontractor or subcontractor's affiliated entity during a period of three years prior to the date of award of the subcontract:
  - a. Bribed or attempted to bribe, or been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States (if an officer or employee, in that officer's or employee's official capacity); or
  - b. Agreed or colluded, or been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
  - c. Made an admission of such conduct described in 1(a) or (b) above which is a matter of record but has not been prosecuted for such conduct.
2. The Contractor or agent, partner, employee or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rigging<sup>2</sup> in violation of Section 3 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-3), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rigging during a period of five years prior to the date of submittal of this bid, proposal or response.<sup>3</sup>
3. The Contractor or any agent, partner, employee, or officer of the Contractor is not barred from contracting with any unit of state or local government as a result of engaging in or being convicted of bid-rotating<sup>4</sup> in violation of Section 4 of Article 33E of the Illinois Criminal Code of 1961, as amended (720 ILCS 5/33E-4), or any similar offense of any state or the United States which contains the same elements as the offense of bid-rotating.
4. The Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code entitled "*Office of the Inspector General*" and all provisions of the Public Building Commission Code of Ethics Resolution No.5339, as amended by Resolution No. 5371.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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5. The Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state or local department or agency.
  - b. Have not within a three-year period preceding this bid or proposal been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (5)(b) above; and
  - d. Have not within a three-year period preceding this bid or proposal had one or more public transactions (federal, state or local) terminated for cause or default.

#### **B. SUBCONTRACTOR**

1. The Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor at this time, certifications substantially in the form of Section 1 of this Contractor's Affidavit. Based on such certification(s) and any other information known or obtained by the Contractor, is not aware of any such subcontractor or subcontractor's affiliated entity or any agent, partner, employee or officer of such subcontractor or subcontractor's affiliated entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A) (1)(a) or (b) of this certification; (b) bid-rigging, bid-rotating, or any similar offense of any state or the United States which contains the same elements as bid-rigging or bid-rotating, or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is matter of record but has/have not been prosecuted for such conduct.
2. The Contractor will, prior to using them as subcontractors, obtain from all subcontractors to be used in the performance of this contract or agreement, but not yet known by the Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, became aware of such subcontractor, subcontractor's affiliated entity or any agent, employee or officer of such subcontractor or subcontractor's affiliated

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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entity having engaged in or been convicted of (a) any of the conduct describe in Section II(A)(1)(a) or (b) of this certification or (b) bid-rigging, bid-rotating or any similar offenses of any state or the United States which contains the same elements as bid-rigging or bid-rotating or having made an admission of guilt of the conduct described in Section II(A)(1)(a) or (b) which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to Section II(A)(5). In the event any subcontractor is unable to certify to Section II(A)(5), such subcontractor shall attach an explanation to the certification.

3. For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by Section II(B)(1) and (2) above, and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
4. The Contractor will not, without the prior written consent of the Public Building Commission of Chicago, use as subcontractors any individual, firm, partnership, corporation, joint venture or other entity from whom the Contractor is unable to obtain a certification substantially in the form of this certification.
5. The Contractor hereby agrees, if the Public Building Commission of Chicago so demands, to terminate its subcontractor with any subcontractor if such subcontractor was ineligible at the time that the subcontract was entered into for award of such subcontract. The Contractor shall insert adequate provisions in all subcontracts to allow it to terminate such subcontractor as required by this certification.

**C. STATE TAX DELINQUENCIES**

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

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**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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

**D. OTHER TAXES/FEES**

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

The Contractor, 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 proposal 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.

**F. PUNISHMENT**

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

**G. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS**

1. The Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
  2. If the Contractor cannot certify to the above, provide the (1) case name; (2) docket number; (3) court in which the action is or was pending; and (4) a brief description of each such judicial or administrative proceeding. Attach additional sheets if necessary.
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**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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**III. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE**

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

If the Contractor cannot make the certification contained in Paragraph A of Section III, identify any exceptions:

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(Attach additional pages of explanation to this Contractor's Affidavit, if necessary.)

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

**IV. CERTIFICATION OF COURT-ORDERED CHILD SUPPORT COMPLIANCE**

For purpose of this Section IV, "SUBSTANTIAL OWNER" means any person who owns or holds a ten percent (10%) or more percentage of interest in the Contractor. If the Contractor is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship. Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, state or other legal entity in which the individual holds an interest or by agent(s) or nominee(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a twenty percent (20%) interest in Contractor, and an individual or entity has a fifty percent (50%) or more percentage of interest in

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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Corporation B, then such individual or entity indirectly has a ten (10%) or percentage of interest in the Contractor. In this case, the response to this Section IV, must cover such individual(s) or entity. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

If Contractor's response in this Section IV is 1 or 2, then all of the Contractor's Substantial Owners must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

Check one:

1. \_\_\_\_\_ No Substantial Owner has been declared in arrearage on his or her child support obligations by the Circuit Court of Cook County or by another Illinois court of competent jurisdiction.
2. \_\_\_\_\_ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations. All such Substantial Owners, however, have entered into court-approved agreements for the payment of all such child support owed, and all such Substantial Owners are in compliance with such agreements.
3. \_\_\_\_\_ The Circuit Court of Cook County or another Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support for the payment of all such child support owed; or both (1) and (2).
4. \_\_\_\_\_ There are no Substantial Owners.

**V. INCORPORATION INTO CONTRACT AND COMPLIANCE**

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

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

**VI. VERIFICATION**

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

\_\_\_\_\_  
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)

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

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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#### Notes 1-5 Contractor's Affidavit

1. Business entities are affiliated if, directly or indirectly, one controls or has the power to control the other, or if a third person controls or has the power to control both entities. Indicia of control include without limitation: interlocking management or ownership; identify of interests among family members; shared facilities and equipment; common use of employees; or organization of another business entity using substantially the same management, ownership or principals as the first entity.
2. For purposes of Section II (A) (2) of this certification, a person commits the offense of and engages in bid-rigging when he knowingly agrees with any person who is, or but for such agreement should be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of state or local government when with the intent that the bid submitted or not submitted will result in the award of a contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted. see 720 ILCS 5/33-E-3.
3. No corporation shall be barred from contracting with any unit of state or local government as a result of a conviction, under either Section 33E-3 or Section 33E-4 of Article 33 of the State of Illinois Criminal Code of 1961, as amended, of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of the State of Illinois Criminal Code.
4. For purposes of Section II(A) of this certification, a person commits the offense of and engages in bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes hereof, shall include at least three contract bids within a period of ten years, the most recent of which occurs after January 1, 1989) of submitting sealed bids to units of state or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same contracts. See 720 ILCS 5/33E-4.
5. "Environmental Restriction" means any statute, ordinance, rule, regulation, permit, permit condition, order or directive relating to or imposing liability or standards of conduct concerning the release or threatened release of hazardous materials, special wastes or other contaminants into the environment, and to the generation, use, storage, transportation, or disposal of construction debris, bulk waste, refuse, garbage, solid

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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wastes, hazardous materials, special wastes or other contaminants including but not limited to (1) Section 7-28-440 or 11-4-1500 or Article XIV of Chapter 11-4 or Chapter 7-28 or 11-4 of the Municipal Code of Chicago; (2) *Comprehensive Environment Response and Compensation and Liability Act* (42 U.S.C. § 9601 *et seq.*) the *Hazardous Material Transportation Act* (49 U.S.C. § 1801 *et seq.*); (4) the *Resource Conservation and Recovery Act of 1976* (42 U.S.C. § 7401 *et seq.*); (5) the *Clean Water Act* (33 U.S.C. § 1251 *et seq.*); (6) the *Clean Air Act* (42 U.S.C. § 7401 *et seq.*); (7) the *Toxic Substances Control Act of 1976* (15 U.S.C. § 2601 *et seq.*); (8) the *Safe Drinking Water Act* (42 U.S.C. § 300f); (9) the *Occupational Health and Safety Act of 1970* (29 U.S.C. § 651 *et seq.*); (10) the *Emergency Planning and Community Right to Know Act* (42 U.S.C. § 11001 *et seq.*); and (10) the *Illinois Environmental Protection Act* (415 ILCS 5/1 through 5/56.6).

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

EXHIBIT 1 – Attachment B

Affidavit

(Submit with Qualification Submittal)

The undersigned certifies that the information and documentation contained in this Submittal has been carefully prepared under his or her supervision and submitted as correct.

"I, \_\_\_\_\_, am a duly authorized officer or agent
(Name of Representative)
for \_\_\_\_\_, and have been duly authorized
(Respondent)
to execute the foregoing response on behalf of it. \_\_\_\_\_
(Respondent)

is not barred from submitting a bid or entering into a contract with the Public Building Commission of Chicago as a result of violation of the Illinois Criminal Code of 1961, 720 ILCS 5/33E-1 et seq., Sec. 5/33E-3 ("bid-rigging"), Section 5/33E-4 ("bid rotating") or Section 5/33E-7 ("kickbacks"). I further certify that \_\_\_\_\_
(Respondent)

has not been barred from contract award due to violation of the Prevailing Wage Act (820 ILCS 130/0.01 et. seq.).

Name of Respondent: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Facsimile No. \_\_\_\_\_

By (Print Name): \_\_\_\_\_ Title \_\_\_\_\_

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named
on this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_.

Notary Signature: \_\_\_\_\_ Seal:

Notary Public in and for the State of \_\_\_\_\_.

**EXHIBIT 2**

**INSURANCE REQUIREMENTS**

The Commission has purchased an Owner-Controlled Insurance Policy ("Wrap Up Insurance") for certain projects of the Commission. Section I describes the Wrap-Up Program and the insurance requirements that the Contractor must meet for projects enrolled in the Wrap-Up Program. Section II describes the Contractor must meet for projects not enrolled in the Wrap-Up Program.

**I. INSURANCE REQUIREMENTS – WRAP-UP PROGRAM**

**A. COMMISSION'S WRAP-UP INSURANCE PROGRAM**

1. The Commission has purchased and shall maintain the insurance coverages described herein for the Commission, the Contractor and the Contractor's Subcontractor's of any tier as Named Insureds in the Owner Controlled Insurance Program ("Wrap-up Program"). The Contractor and its Subcontractors of any tier shall be solely responsible for the procurement and cost of any additional coverage or limits of liability identified herein or in other modifications. All return premiums, dividends, or other monies due or to become due in connection with the Wrap-up Program shall inure to the benefit of the Commission and shall be assigned by Contractor, and its Subcontractors of any tier, to the Commission.
2. The Wrap-up Program shall be in effect for the period beginning with the commencement of the Work by the Contractor or its Subcontractors of any tier, and ending upon the date the Commission determines the Work to be fully and finally completed, or, if the Commission terminates the Wrap-up coverages, the date of termination of the coverages. If the Commission terminates the Wrap-up coverages, the Contractor and its Subcontractors of any tier shall be given forty-five (45) days written notice of the effective date of termination.
3. The Wrap-up Program is provided for the Project Site only and excludes home and branch office locations and activities, warehouse or manufacturing facilities and activities, and other activities not solely related to the Work of the Contractor and Subcontractors. The Wrap-up Program does not include the interest of manufacturers, vendors, suppliers or common carriers.
4. The following is a general description of the Wrap-up coverages and limits of liability which shall not modify or extend the actual Wrap-up Program defined and limited by the policies of insurance issued by the Wrap-up Program insurance carriers (the "Commission's Insurer(s)"):
  - a. Workers' Compensation and Employers' Liability

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- 1) Workers' Compensation shall be in the form and with limits in accordance with the laws of the State of Illinois, including Broad Form All States, Occupational Disease Insurance, USL&H and Voluntary Compensation Insurance.
  - 2) Employers' Liability shall include limits of liability not less than one million dollars (\$1,000,000) per occurrence; per employee for disease; and in the aggregate for disease.
- b. Commercial General Liability
- 1) General Liability shall be on the 1996 ISO form or its equivalent, each including, without limitation, the following coverages:
    - a) Premises/Operations, including deletion of explosion, collapse and underground hazards (XCU) exclusions.
    - b) Independent Contractor's Protective Liability.
    - c) Products/Completed Operations extending for three years after Final Completion of Contractor's Work. The Contractor and all Subcontractors of every tier shall be responsible for providing such coverage for their own protection thereafter.
    - d) Broad Form Contractual Liability.
    - e) Personal Injury Liability, with contractual exclusions deleted.
    - f) Cross Liability.
    - g) Severability of Interest.
    - h) Incidental Medical Malpractice.
    - i) Host Liquor.
    - j) Blanket Additional Insured (all written agreements).
  - 2) General Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage. The aggregate or sub limit shall be as set forth below:

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

- a) General Aggregate limit of two million dollars (\$2,000,000) annually.
  - b) Personal and Advertising Injury sub limit of one million dollars (\$1,000,000) each occurrence.
  - c) Products/Completed Operations sub limit of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for the term of the Wrap-up Program.
  - d) Fire Legal limit of fifty thousand dollars (\$50,000).
  - e) Medical Payments limit of five thousand dollars (\$5,000).
- c. Excess Liability
- 1) Excess Liability shall specifically identify each of the policies described above on the Schedule of Underlying Coverage, and shall provide coverage that follows form of each of the underlying policies.
  - 2) With limits not less than One Hundred million dollars (\$100,000,000), each occurrence and in the aggregate, annually (except Products/Completed Operations in which the aggregate is for the term), in excess of the underlying policy limits.
- d. Builder's Risk
- 1) The Commission is providing a Builder's Risk Policy with an "All Risk" endorsement for this project. However, the policy is based on a \$5,000.00 deductible, applicable to all losses for each occurrence. Therefore, the Contractor shall be solely responsible for any and all losses up to \$5,000.00 and for the first \$5,000.00 for any loss with exceeds \$5,000.00 and is covered by the Builder's Risk Policy. Loss, if any, under this insurance coverage is to be adjusted with the Commission, and made payable to the Commission. Such insurance shall cover all items of labor and materials connected with the Work, whether in or adjacent thereto, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incident to the Work and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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cost of which is included in the Base Contract Price.

- 2) Exclusions: The insurance provided by the Commission under this provision does not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the Project, capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance that Contractor may require on such equipment.
- e. Pollution Liability
- 1) Pollution Liability with limits of \$10,000,000 per occurrence and in the aggregate for bodily injury, property damage or environmental damage.
  - 2) Coverage shall include bodily injury and property damage arising out of the removal, enclosure or encapsulation, but excluding the transportation, disposal and offsite storage of lead, asbestos or asbestos or lead containing materials.
5. The Contractor and its Subcontractors of any tier shall comply with all requirements and requests of the Commission, the Commission's Insurer(s), and the designated representative of the Commission in all matters relating to the Wrap-up Program, including but not limited to the following:
- a. The manner in which all information regarding the Wrap-up Program and this Exhibit shall be disseminated to all Subcontractors of any tier.
  - b. The manner in which insurance forms providing payroll estimates, experience modifications and all other information necessary for the issuance of a Workers' Compensation policy to Contractor and each Subcontractor of any tier shall be completed.
  - c. Payroll audit procedures, including submitting Intrastate/Interstate experience modifications and the latest published Experience Modification.
  - d. Compliance with the specific claims investigation, documentation, and reporting procedure as outlined in the Owner Controlled Insurance Program Administration and Claims Procedure Manual.
  - e. Submitting a copy of their written safety program for review by the Commission's Insurer. This program should be specific as it applies to the Project and the applicable requirements of the contract documents.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- 1) The Contractor and its Subcontractors of any tier shall comply with all applicable provisions of the local, federal, and state environmental safety and health regulations and building codes. When and if a conflict occurs, the most stringent of these shall serve as the minimum standard.
  - 2) Nothing in this or other standards relieves the Contractor or its Subcontractors of any tier from fully understanding and complying with all federal, state or other applicable laws, regulations, and requirements.
  - 3) The Commission does not accept responsibility for the safety program of the Contractor and its Subcontractors of any tier.
- f. Appointment of a Project Safety Person who shall be responsible for monitoring and coordinating a Project Safety Program.
- 1) The Project Safety Person must have received formal training on how to comply with the OSHA Standard requirements, have had extensive construction experience, have the ability to recognize existing and foreseeable hazards and have the authority to immediately implement corrective action to alleviate the hazards. The Project Safety Person shall also perform other functions of a Safety Professional, including but not limited to accident investigation and record-keeping.
- g. All recommendations made by the Commission, Commission's Consultants and their duly authorized representative(s) including but not limited to the designated loss control personnel of each. Contractor and its Subcontractors of any tier shall cooperate with any safety program or loss control program established for the Work. Notwithstanding such duty to comply and cooperate, Contractor shall have full and complete responsibility for safety at the Project Site.
- h. Full completion of the insurance credit worksheet to provide the estimated insurance credit due to participation in the Wrap-up Program and provide the necessary back-up material to support the credits. All estimated insurance credits shall be adjusted based upon actual exposures as determined by audit.
6. Failure of the Contractor or its Subcontractors of any tier to comply with any one of the above requirements in paragraph I.A.2.a – I.A.2.h shall entitle the Commission at its discretion to withhold from the Contractor progress payments, or a portion thereof as determined by the Commission, or to stop the Work in progress when necessary to enforce proper safety practices. No time lost due to any such Stop Work Order shall be made the subject of a claim for

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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an extension of time or increased cost by the Contractor or its Subcontractors of any tier.

7. The Commission may cancel, prior to the expiration of coverage or final project completion, any portion or the entire Wrap-up Program with forty-five (45) days prior written notice to the Contractor and its Subcontractors of any tier. In such event, Contractor and its Subcontractors of any tier shall be obligated to obtain and maintain, before the expiration of said forty-five (45) day period, insurance coverage and limits as required in this Section B.2, including coverage for work of the Contractor and its Subcontractors of any tier at, or emanating from, the Project Site. If any portion or all of the need for or cost of such insurance shall result from breach of this Contract by the Contractor or its Subcontractors of any tier, such insurance costs shall be an unreimbursed cost of Contractor and/or its Subcontractors of any tier. Otherwise, the cost of such insurance shall be treated as a change to the Work of the Contractor and/or its Subcontractors of any tier, subject to all documentation requirements therein to substantiate the cost.

#### **B. CONTRACTOR'S INSURANCE REQUIREMENTS IN COORDINATION WITH THE COMMISSION'S WRAP-UP INSURANCE PROGRAM**

1. For operations NOT performed at the Project Site, Contractor shall procure and maintain, and shall require its Subcontractors of any tier to procure and maintain, the insurance of the types, amounts and provisions listed in Section B.1.a. through 1.b below, through insurance companies acceptable to the Commission.
  - a. Workers' Compensation
    - 1) Workers' Compensation shall be in form with limits in accordance with the laws of the State of Illinois, including Other States, Occupational Disease Insurance and Voluntary Compensation Insurance.
    - 2) Employers' Liability shall include limits of liability of not less than one million dollars (\$1,000,000) per occurrence; per employee for disease; and in the aggregate for disease.
  - b. Commercial General Liability
    - 1) General Liability shall be on the 1996 ISO form or its equivalent, each including, without limitation, the following coverage:
      - a) Premises/Operations, including deletion of explosion, collapse and underground hazards (XCU) exclusions.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- b) Independent Contractor's Protection Liability.
  - c) Broad Form Contractual Liability.
  - d) Broad Form Property Damage, including Products/Completed Operations.
  - e) Personal Injury Liability, with contractual exclusions deleted.
  - f) Incidental Medical Malpractice.
  - g) Host Liquor.
- 2) General Liability limits shall not be less than one million dollars (\$1,000,000) per occurrence combined single for bodily injury and property damage. The aggregate or sublimit shall be as set forth below:
- a) General Aggregate limit of two million dollars (\$2,000,000) annually.
  - b) Personal and Advertising Injury sublimit of one million dollars (\$1,000,000) each occurrence.
  - c) Products/Completed Operations sublimit of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) in the aggregate for the term of the Wrap-Up Program.
  - d) Fire Legal limit of fifty thousand dollars (\$50,000).
  - e) Medical Payments limit of five thousand dollars (\$5,000).
2. **For all operations, including the Project Site**, Contractor shall procure and maintain, and shall require its Subcontractors of any tier to procure and maintain, the insurance of the types, amounts and provisions listed in Section B.2.a. through B.2.c below:
- a. Comprehensive Automobile Liability
    - 1) Automobile Liability shall include contractual liability coverage and coverage for all owned, non-owned and hired vehicles.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- 2) Automobile Liability shall include limits of liability not less than two million dollars (\$2,000,000) per occurrence for combined single limit bodily injury and property damage.
  - 3) Additional Insured as required by owner and other third parties to be provided on a blanket basis.
  - 4) If Contractor or Subcontractors of any tier shall be hauling asbestos or lead-based paint from the project site, transportation coverage, including non-owned disposal site endorsement with scheduled landfill, for such items must be evidenced by the Contractor or Subcontractor of any tier. See this Section F for requirements and liability limits. Contractor must comply with all applicable regulations of the Department of Transportation.
- b. Contractor's Equipment
- 1) "All-risk" property insurance for all property which is not incorporated into the Work, including without limitation, tools, equipment and materials and that which is owned by, or in the control of the Contractor or its Subcontractors of any tier.
- c. Watercraft and Aircraft Liability
- 1) In the event that Contractor or its Subcontractors of any tier utilize watercraft and/or aircraft in connection with the Work, Contractor or its Subcontractors of any tier shall procure and maintain protection and indemnity coverage and/or aircraft liability coverage in an amount not less than \$10,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
3. If the Wrap-up Program in Section A is terminated, Contractor shall procure and maintain, and shall require its Subcontractors of any tier to procure and maintain, the Worker's Compensation and General Liability insurance coverage described in this Section B.1.a. and B.1.b. for operations at the project site until expiration of the Project's warranty period and, with regard to Products/Completed Operations, coverage for two (2) years after final completion of the Work.
- a. The General Liability and Umbrella Liability insurance coverages shall name the Commission, User Agency, the Commission's designated representative, Architects and their respective officers, directors, board members, agents, employees and consultants and each of them as additional insureds and shall be in a form and through issuing companies acceptable to the Owner.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- b. This insurance afforded to the Additional Insureds shall be primary over any other valid or collectible insurance that the Additional Insureds may have with respect to loss under this policy. Other insurance of any Additional Insureds applicable to loss is excess over this endorsement, and the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance.
4. In addition to the coverages previously stated in this Section B, the Contractor and its Subcontractors of any tier shall procure and maintain for the time periods previously stated, umbrella liability insurance. The limit of liability for the umbrella liability policy shall be five million dollars (\$5,000,000) each occurrence and annual aggregate excess of the underlying policy limits.
5. All policies of insurance described in this Section B shall be subject to the following conditions:
  - a. Only "Occurrence" type coverage with no "sunset clause" will be accepted. "Claims Made" coverage is not acceptable.
  - b. Insurers must have an *A.M. Best's* rating of A VIII or better.
9. Prior to the commencement of the Work, Contractor shall provide, **for operations NOT performed on the site**, Certificates of Insurance evidencing Workers' Compensation and Employers' Liability insurance and Commercial General Liability insurance and **for all operations**, Certificates of Insurance evidencing Comprehensive Automobile Liability insurance, all other applicable insurance coverages Contractor is required to provide pursuant to these Special Conditions, and Umbrella or Excess Liability insurance as to coverages Contractor is required to provide pursuant to these Special Conditions, signed by the Insurance Company(s).
10. The Certificates of Insurance shall certify the name and address of the Contractor or Subcontractor of any tier so insured, the description of the Work covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided (i.e. contractual, broad form property damage, etc.) and shall be submitted to and approved by the Commission.
11. In the event the insurance is cancelled, non-renewed, or materially changed before completion of the Work, the Commission reserves its rights under the Contract, including but not limited to its rights under Section GC-28 of Division "General Conditions", to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein, or the Commission may obtain the coverages required and shall then deduct the appropriate premium cost from the monies due to the Contractor.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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12. Such Certificates of Insurance shall also evidence a waiver of subrogation against the Additional Insureds.
10. All Certificates of Insurance shall expressly provide that no less than thirty (30) days prior written notice by certified mail shall be given to Commission and the Commission's designated representative in the event of material alteration, cancellation or non-renewal of the coverage evidenced by such certificate, except Notice of Cancellation for failure to pay any required premium shall be furnished no less than ten (10) days prior to any such cancellation.
11. Contractor shall not issue payment to Subcontractor unless the Subcontractor's current Certificate of Insurance is on file and acceptable to the Commission and the Commission's designated representative.
12. In no event shall any failure of the Commission to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's or Subcontractors' obligations to obtain insurance pursuant to these Insurance Requirements. The obligation of the Contractor and Subcontractors to procure and maintain any insurance required by these Insurance Requirements is a separate responsibility of the Contractor and Subcontractors and independent of the duty to furnish a Certificate of Insurance of any such insurance policies.
13. Indemnification
  - a. The following persons are hereby incorporated by reference into and made a part of Article GC-13, Indemnification, of the General Conditions as indemnities, including their respective Commissioners, Board Members, Officers, Agents, and Employees, individually and collectively:
    - 1) Public Building "Commission" of Chicago

#### **C. INSURANCE REQUIREMENTS FOR THE REMOVAL OF ENVIRONMENTAL MATERIALS (IF APPLICABLE)**

1. Hazardous Waste Transporters Insurance: If the removal of environmental materials is performed by the Contractor or any of its subcontractors, the Minimum Liability Limits Required shall be:

\$1,000,000 Combined Single Limit or increased limits as required by MCS-90 endorsement
2. Coverage requirements:

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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- a. Automobile Liability Insurance - insurance service office (ISO) Form #CA 00 01 06 92 or its equivalent, amending Exclusion 11 in the following manner:
    - 1) Delete Section a. (1) a.: (Pollution) “Being transported or towed by, or handled for movement into, onto or from the covered auto.”
    - 2) Delete Section a. (1) b. “Otherwise in the course of transit by the insured”.
  - b. Add MCS-90 Endorsement. If owner is scheduled as an additional insured, the policy shall be endorsed to specifically limit the reimbursement provision of the MCS-90 to the named insured.
  - c. Transporter must comply with all applicable D.O.T. and E.P.A. requirements.
  - d. Coverage to include owned, hired, and non-owned automobiles.
  - e. If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the work, it shall be modified so that coverage shall be afforded in all cases except for the transporter’s willful or intentional noncompliance with applicable government regulations.
4. Failure to comply with reporting or other provisions of the policy including breach of warranties, shall not affect coverage provided to The Public Building Commission of Chicago and its representatives, User, their respective commissioners, board members, officers, agents and employees, individually and collectively.
3. Minimum Pollution Legal Liability Policy - Unless otherwise approved
- |              |             |
|--------------|-------------|
| Each loss    | \$5,000,000 |
| Total losses | \$5,000,000 |
4. If the transporter consolidates, transfers, stores, or disposes of waste at any location, a sudden and non-sudden pollution legal liability (PLL) policy must be provided for bodily injury, property damage, cleanup costs, and defense costs for the location accepting the waste.
1. Prior to the commencement of the Work, Certificate of Insurance evidencing Workers’ Compensation and Employers’ Liability, Business Automobile insurance evidencing the hazardous waste transporters insurance requirements,

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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and Umbrella or Excess Liability insurance signed by the Insurance Company(s), and certifying to the name and address of the Environmental Contractor so insured, the description of the Work covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided (i.e. contractual, broad form property damage, etc.) shall be submitted to and approved by the Commission.

2. Certified copy(s) of Commercial General Liability/Asbestos and/or Lead-based Paint insurance, Contractor's Pollution Legal Liability insurance and Pollution Legal Liability Insurance; and Hazardous Waste Transport insurance shall be submitted to and approved by the Commission.
3. All such policies will not be cancelled, non-renewed, or materially changed without thirty (30) days prior notice in writing to the Commission.
4. In the event the insurance is cancelled, non-renewed, or materially changed before completion of the Work, the Commission reserves its rights under the Contract, including but not limited to its rights under Section GC-28 of Division "General Conditions", to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein, or the Commission may obtain the coverages required and shall then deduct the appropriate premium cost from the monies due to the Contractor.
5. Such policies shall also evidence a waiver of subrogation against the Additional Insureds.
9. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois.

#### **G. RAILROAD PROTECTIVE LIABILITY INSURANCE (IF APPLICABLE)**

1. **Basis of Payment:** The costs of providing insurance, as noted above, will be paid for at the contract unit price per lump sum for RAILROAD PROTECTIVE LIABILITY INSURANCE by the Design/Builder. The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance using Form CG 0031 1093.
2. **Indemnification**
  - a. The following persons are hereby incorporated by reference into and made a part of Article GC-13 of the General Conditions as indemnities, including their respective Commissioners, Board, Members, Officers, Agents, and Employees, individually and collectively:

Public Building Commission of Chicago

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

User Agency

**II. INSURANCE REQUIREMENTS - NO WRAP-UP PROGRAM**

**A.** The Contractor shall purchase and maintain insurance protecting the Contractor from all liabilities that may be imposed under the *Workers' Compensation Act* and the *Workers' Occupational Disease Act* of the State of Illinois. In the event that any Work is subcontracted, the Contractor shall require all subcontractors to provide similar insurance for all of their employees. The limit of liability under Coverage "B", the Employer's Liability of the Standard Form of the Workers Compensation and Employer's Liability policy shall be as follows:

Bodily Injury by Accident	\$1,000,000.00 Each Accident
Bodily Injury by Disease	\$1,000,000.00 Policy Limit
Bodily Injury by Disease	\$1,000,000.00 Each Employee

**B.** The Contractor shall purchase, and maintain during the life of the Contract, Commercial General Liability Insurance to protect it from claims for Bodily Injury, including death at any time resulting therefrom, or damage to property which may arise out of or in consequence of the activities or performance of the Work under the Contract, whether such activities are by the Contractor or by any of its Subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them.

1. Commercial General Liability Insurance shall include Contractual Liability to cover the "Hold Harmless" clause specified in the "General Conditions," Section GC-13.
2. Policy shall include coverage for claims due to explosion, collapse, or damage to underground utilities or property.
4. Policy shall include Personal Injury with the Employee Exclusion deleted, Broad Form Property Damage coverage, Independent Contractors coverage and Products/Completed Operations coverage. Contractor shall provide continuous Products/Completed Operations coverage for two (2) years after Final Acceptance of the completed Work by the Commission.
5. Policy shall also contain a Severability of Interests clause for all Additional Insureds, with no cross liability suits exclusion.
6. Required Limits of Liability for contracts awarded by the Commission are as follows:
  - a. If Base Contract Price is less than \$1,000,000, Contractor shall be required to carry the following:

General Aggregate	\$2,000,000
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**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal	\$ 50,000
Medical Payments	\$ 5,000

- b. Contractor expressly understands and agrees that any insurance coverages and limits furnished by the Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Contract documents or by law.

**NOTE:** All limits may be provided in a single policy or in combination with an Umbrella Liability policy or Excess Liability policy, which policy shall follow the form of the underlying primary policy.

**NOTE:** Commercial General Liability shall be written on an OCCURRENCE BASIS. The CLAIMS MADE form is not acceptable to the Public Building Commission under this contract.

**NOTE:** The Certificate of Insurance must show that the specified limits of liability will apply specifically to this Public Building Commission contract ONLY, by use of a Special Endorsement to the policy or by the attachment of Endorsement G 2503 11/85.

- 5. If Base Contract Price is more than \$1,000,000, Contractor shall be required to carry Excess/Umbrella Liability limits as follows:

General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Each Occurrence	\$5,000,000

- a. Coverage should be excess over required Commercial General Liability; Automobile Liability and Employers Liability limits.
- 6. Contractor shall purchase and maintain during the life of the Contract, Business Automobile Liability insurance which shall include all owned, non-owned, hired, or rented vehicles with limits of liability as follows:

Combined Single Limit Bodily Injury and Property Damage Liability	\$1,000,000
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- 7. (Special Endorsement) The Commission, User Agency, architects, Owner's Representative, and their respective representatives, commissioners, board members, officers, agents and employees, individually and collectively, shall be named as Additional Insured under the Contractor's Liability policies. The

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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insurance afforded to the Additional Insureds shall be primary over any other valid or collectible insurance that the Additional Insureds may have with respect to loss under this policy. Other insurance of any Additional Insured applicable to loss is excess over this endorsement, and the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance, provided, however, that this paragraph does not apply (i) to loss caused solely by the negligence of such Additional Insureds, or (ii) to liability of the architects and their agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications; or (2) the giving of or the failure to give directions or instructions by the Owner's Representative, its agents or employees provided such giving or failure to give is the primary cause of the injury of damage.

8. Contractor hereby waives all of its rights of subrogation against the Additional Insureds.
6. Prior to the commencement of the Work, Certificates of Insurance evidencing Worker's Compensation and Employers' Liability, Commercial General Liability insurance and Business Automobile insurance, Umbrella or Excess Liability insurance, signed by the Insurance Company(s), and certifying to the name and address of the Contractor so insured, the description of the Work covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided (i.e., contractual, broad form property damage, etc.) shall be submitted and approved by the Commission.
7. Such Certificates of Insurance shall state that policies will not be canceled, non-renewed, or materially changed without thirty (30) days prior notice in writing to the Commission.
8. In the event the insurance is canceled, non-renewed, or materially changed before completion of the Work, the Commission reserves its rights under the Contract, including but not limited to its rights under Section GC-28 of Division "General Conditions", to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein, or the Commission may obtain the coverages required and shall then deduct the appropriate premium cost from the monies due to the Contractor.
9. Such Certificates of Insurance shall also evidence a waiver of subrogation against the Additional Insureds.
13. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission with a minimum rating of A VIII and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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#### 14. Commission's Insurance

- a. **Builder's Risk Insurance:** The Commission is providing a Builder's Risk Policy with an "All Risk" endorsement for this project. However, the policy is based on a \$5,000.00 deductible, applicable to all losses for each occurrence. Therefore, the Contractor shall be solely responsible for any and all losses up to \$5,000.00 and for the first \$5,000.00 for any loss with exceeds \$5,000.00 and is covered by the Builder's Risk Policy. Loss, if any, under this insurance coverage is to be adjusted with the Commission and made payable to the Commission. Such insurance shall cover all items of labor and materials connected with the Work, whether in or adjacent thereto, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incident to the Work and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Contractor, the cost of which is included in the Base Contract Price.
- b. **Exclusions:** The insurance provided by the Commission under this provision does not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the Project, capital value of which is not included in the Work. The Contractor shall make its own arrangements for any insurance he may require on such equipment.

#### 15. Indemnification

- a. The following persons are hereby incorporated by reference into and made a part of Article GC-8, Indemnification, of the General Conditions as indemnities, including their respective commissioners, board members, officers, agents, and employees, individually and collectively:

Public Building Commission of Chicago

[User Agency]

[Owner's Representative]

### **C. INSURANCE REQUIREMENTS FOR THE REMOVAL OF ENVIRONMENTAL MATERIALS (IF APPLICABLE)**

1. In the event that the Work requires the removal of [scope of work] from any location included in this Contract, the Contractor shall provide the Commission with insurance policies covering the removal of such materials. In addition, the

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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Contractor shall provide evidence of errors and omissions liability insurance coverage for any environmental consultant performing services under the Contract. Insurance policies evidencing such coverage shall be submitted to the Commission prior to the commencement of such removal. Acceptance of such insurance by the Commission shall not relieve the Contractor of responsibility or decrease in any manner its liability for performance of environmental remediation work under the contract.

- 2. Environmental insurance requirements for each location in this Contract from which [scope of work] will be removed shall be as follows:
  - a. The Contractor shall purchase, and maintain insurance protecting the Contractor from all liabilities that may be imposed under the *Workers' Compensation Act* and the *Workers' Occupational Disease Act* of the State of Illinois.
  - b. In the event that any Work is subcontracted, the Contractor shall require all Subcontractors to provide similar insurance for all their employees.
  - c. The limit of liability under Coverage "B", the Employer's Liability of the Standard Form of the Workers' Compensation and Employers Liability policy shall be as follows:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Policy Limit
Bodily Injury by Disease	\$1,000,000	Each Employee

- d. The Contractor shall purchase and maintain during the life of the Contract, Commercial General Liability Insurance to protect it from claims for bodily injury, including death, at any time resulting therefrom, or damage to property which may arise out of or in consequence of the activities or performance of the work under the Contract, whether such activities be by the Contractor or by any of its Subcontractors, or by anyone directly or indirectly employed or otherwise contracted by any of them.
      - 1) Commercial General Liability Insurance shall include Contractual Liability to cover the "Hold Harmless" clause specified in the "General Conditions", Section GC-13.
    - e. Policy shall include coverage for claims due to explosion, collapse, or damage to underground utilities or property.
    - f. Policy shall include Personal Injury with the Employee Exclusion deleted, Broad Form Property Damage coverage, Independent Contractors coverage, and Products/Completed Operations coverage. Contractor shall provide continuous Products/Completed Operations coverage for two (2) years after

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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Final Acceptance of the completed Work by the Commission.

- g. Policy shall also contain a Severability of Interests clause for all Additional Insureds, with no cross liability suits exclusion.
- h. Required limits of liability for contracts awarded by the Commission are as follows:

1) Base Contract Price of Less Than \$1,000,000

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Legal	\$ 50,000
Medical Payments	\$ 5,000

- a) Contractor expressly understands and agrees that any insurance coverages and limits furnished by the Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the Contract documents or by law.
- b) **NOTE:** All limits may be a single policy or in combination with an Umbrella Liability policy or Excess Liability policy, which policy shall follow the form of the underlying primary policy.
- c) **NOTE:** Commercial General Liability shall be written on an OCCURRENCE BASIS. The CLAIMS MADE form is not acceptable to the Public Building Commission under this contract.
- d) **NOTE:** The Commercial General Liability policy must show that specified limits of liability will apply specifically to this Public Building Commission contract ONLY by use of a Specific Endorsement to the policy or by the attachment of Endorsement CG 2503 11/85.

2) If the Base Contract Price is more than \$1,000,000, Contractor shall be required to carry Excess/Umbrella Liability limits of:

General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Each Occurrence	\$5,000,000

- i. Coverage should be excess over required Commercial General Liability; Automobile Liability and Employers Liability limits.

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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3. If project involves Asbestos and/or Lead-based paint, the combined General Liability/ Asbestos Abatement/Lead-based Paint Abatement minimum requirements where applicable are as follows:

General Aggregate	\$5,000,000
Products/Completed Operations Aggregate	\$5,000,000
Personal/Advertising Injury Limit	\$5,000,000
Each Occurrence	\$5,000,000
Fire Legal	\$ 50,000
Medical Payments	\$ 5,000

4. The policy must be written on an occurrence form and shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.
5. Insurers must have a minimum rating of A-IX as evaluated by the most recent *A.M. Best Rating Guide*. If the insurer has a rating less than A-IX, the Contractor or its subcontractor must receive specific written approval of this deviation from the Commission prior to proceeding.
6. The policy of insurance shall contain or be endorsed to include the following:
- a. Coverage for asbestos and/or lead-based paint operations as described in the Contract. Specific asbestos endorsement and/or lead-based paint endorsement evidencing this Project must be provided, if applicable.
  - b. Transportation coverage for hauling of asbestos and/or lead-based paint from the project site to the final disposal location, as evidenced by the Contractor or applicable waste hauler. The Contractor must comply with all applicable DOT regulations.
  - c. Contractual liability coverage in accordance with ISO Policy Form CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
  - d. Cross liability/severability of interest.
  - e. The Commission and User Agency shall be provided a waiver of subrogation.
  - f. The policy shall not exclude asbestos bodily injury to employees of the Contractor (third party action over claims).
  - g. The policy shall not exclude asbestos bodily injury to employees of the Commission and the User Agency, so long as their designated job duties do not require them to be in the asbestos areas.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- h. If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor or its subcontractor does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
    - 1) All abatement method limitations or conditions on the policy must be revealed to the Commission. Any failure to comply with reporting or other provisions of the policy including breach or warranties shall not affect coverage provided to Commission, the User Agency and their representatives, officials and employees.
  - i. The Contractor shall include the abatement subcontractor as an insured under its policy or shall furnish separate certificates, policies and endorsements for each such subcontractor the Contractor intends to use.
  - j. Self-funded policy fronting or other non-risk transfer insurance mechanisms are not acceptable to the Commission. If the Contractor has such a program, full disclosure must be made to the Commission and approval obtained prior to commencement of abatement Work.
  - k. Deductibles must be disclosed and shall not reduce the limits of liability.
7. Contractor's Pollution Legal Liability (if applicable)
- a. Minimum Liability Limits Required are as follows:
    - \$1,000,000 per loss
    - \$2,000,000 total all losses
  - 1) Limits must be project specific, dedicated to work performed under this Contract only, unless prior approval by the Commission has been obtained.
  - b. Insurers must have a minimum rating of A-IX as evaluated by the current *A.M. Best Rating Guide* unless prior written approval of the Commission is obtained.
  - c. The policy of insurance shall contain or be endorsed to include the following:
    - 1) Pollution coverage as respects to this scope of work for all phases of the remediation process. "Coverage Operations" must specifically include all work performed under this Contract, including currently unknown contamination. Any exclusions or limitations affecting work performed under this Contract must be deleted.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- 2) Transportation coverage for hauling of waste from the project site to the final disposal location, as evidenced by the Contractor or applicable waste hauler, including non-owned disposal site endorsement with scheduled landfill. Contractor must comply with all applicable DOT and EPA requirements.
- 3) Products/completed operations coverage for a minimum of five (5) years after project completion.
- 4) Contractual liability coverage in accordance with ISO policy from CG 00 01 11 85. Modifications to the standard provision will not be acceptable if they serve to reduce coverage.
- 5) Cross liability/severability of interest.
- 6) The Commission, its representative, the User Agency, their respective commissioners, board members, officers, agents and employees, individually and collectively, shall be covered as Additional Insureds with respect to liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, and automobiles owned, hired, leased, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to Additional Insureds.
- 7) The Commission, the User Agency, and their respective representatives, officials and employees shall be provided a waiver of subrogation.
- 8) Coverage included on behalf of the insured for covered claims arising out of the actions of independent contractors. If insured is utilizing subcontractors, the policy must use "by or on behalf of" language with regards to coverage for performance of Work.
- 9) The claim provisions must specifically state the insurance company has both the right and the duty to adjust a claim and provide defense.
- 10) For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the Additional Insureds and their respective representatives, officials and employees. Any insurance or self-insurance maintained by the Additional Insured shall be excess and noncontributory of the Contractor's insurance.
- 11) The policy shall not contain any provision or definition which would serve to eliminate third party action claims, including exclusion for bodily injury to an employee of the insured or employees, or employees of the Contractor to which the insured is subcontracted, or employees of the insured's subcontractor.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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- 12) If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the Contractor does not comply with the most stringent regulations governing the Work, it shall be modified so that coverage shall be afforded in all cases except for the Contractor's willful or intentional noncompliance with applicable government regulations.
- 13) Any failure to comply with reporting or other provisions of the policy including breach of warranties shall not affect coverage provided to the Commission and its representatives, official and employees.
- d. (Special Endorsement) The Commission, its representatives, the User Agency, their respective commissioners, board members, officers, agents, and employees, individually and collectively, shall be named as Additional Insureds under the Environmental Contractor's Liability Policies. The insurance afforded to the Additional Insureds shall be primary over any other valid or collectible insurance that the Additional Insureds may have with respect to loss under this policy. Other insurance of any Additional Insured applicable to loss is excess over this endorsement, and the amount of the Company's liability under this policy shall not be reduced by the existence of such other insurance, provided, however, that this paragraph does not apply to loss caused solely by the negligence of such Additional Insureds.
- e. Environmental Contractor hereby waives all of its rights of subrogation against the Additional Insureds.
8. Environmental Contractor shall purchase, and maintain during the life of the Contract, Business Automobile Liability insurance which shall include all owned, non-owned, hired, or rented vehicles with limits of liability as follows:
- |  |             |
|--|-------------|
| Combined Single Limit Bodily<br>Injury and Property Damage Liability | \$1,000,000 |
|--|-------------|
9. Hazardous Waste Transporters Insurance: If performed by the Contractor or any of its subcontractors.
- a. Minimum Liability Limits Required:
- \$1,000,000 Combined Single Limit or increased limits as required by MCS/90 endorsement.
10. Automobile Liability Insurance - insurance service office (ISO) Form #CA 00 01 06 92 or its equivalent, amending Exclusion 11 in the following manner:
- a. Delete Section a. (1) a.: (Pollution) "Being transported or towed by, or handled for movement into, onto or from the covered auto."

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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- b. Delete Section a. (1) b. "Otherwise in the course of transit by the insured".
  - c. Add MCS-90 Endorsement. If owner is scheduled as an additional insured, the policy shall be endorsed to specifically limit the reimbursement provision of the MCS-90 to the named insured.
11. Transporter must comply with all applicable D.O.T. and E.P.A. requirements.
  12. Coverage to include owned, hired, and non-owned automobiles.
  13. If the policy contains a warranty stating that coverage is null and void (or words to that effect) if the transporter does not comply with the most stringent regulations governing the work, it shall be modified so that coverage shall be afforded in all cases except for the transporter's willful or intentional noncompliance with applicable government regulations
  14. Failure to comply with reporting or other provisions of the policy, including breach of warranties, shall not affect coverage provided to the Public Building Commission of Chicago, its representative, the User Agency, their respective commissioners, board members, officers, agents and employees, individually and collectively.
  15. Minimum Pollution Legal Liability Policy - Unless otherwise approved

Each loss	\$5,000,000
Total losses	\$5,000,000
  16. If the transporter consolidates, transfers, stores, or disposes of waste at any location, a sudden and non-sudden pollution legal liability (PLL) policy must be provided for bodily injury, property damage, cleanup costs, and defense costs for the location accepting the waste.
  17. Prior to the commencement of the Work, Certificate of Insurance evidencing Workers' Compensation and Employers' Liability, Business Automobile insurance evidencing the hazardous waste transporters insurance requirements, and Umbrella or Excess Liability insurance signed by the Insurance Company(s), and certifying to the name and address of the Environmental Contractor so insured, the description of the Work covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided (i.e. contractual, broad form property damage, etc.) shall be submitted and approved by the Commission.
  18. Certified copy(s) of Commercial General Liability/Asbestos and/or Lead-based paint insurance, Contractors Pollution Legal Liability insurance and Pollution Legal Liability Insurance; and Hazardous Waste Transport insurance shall be submitted to and approved by the Commission.

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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19. All such policies will not be cancelled, non-renewed, or materially changed without thirty (30) days prior notice in writing to the Commission.
20. In the event the insurance is cancelled, non-renewed, or materially changed before completion of the Work, the Commission reserves its rights under the Contract, including but not limited to its rights under Section GC-28 of Division “General Conditions”, to order the job shut down until the Contractor obtains the required insurance in the amounts stated herein, or the Commission may obtain the coverages required and shall then deduct the appropriate premium cost from the monies due to the Contractor.
21. Such policies shall also evidence a waiver of subrogation against the Additional Insureds.
22. All such insurance shall be placed in financially responsible companies, satisfactory to the Commission and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois.
23. Commission’s Insurance (If applicable)
  - a. The insurance provided by the Commission under this provision does not cover Builder’s Risk Insurance: The Commission is providing a Builder’s Risk Policy with an “All Risk” endorsement for this project. However, the policy is based on a \$5,000 deductible, applicable to all losses for each occurrence. Therefore, the Environmental Contractor shall be solely responsible for any and all losses up to \$5,000 and for the first \$5,000 for any loss which exceeds \$5,000 and is covered by the Builder’s Risk Policy. Loss, if any, under this insurance coverage is to be adjusted with the Commission, and made payable to the Commission. Such insurance shall cover all items of labor and materials connected with the Work, whether in or adjacent thereto, materials in place or to be used as part of the permanent construction, including surplus materials, shanties, protective fences, bridges or temporary structures, miscellaneous materials and supplies incident to the Work and such scaffolding, staging, towers, forms, and equipment as are not owned or rented by the Environmental Contractor, the cost of which is included in the Base Contract Price.
  - b. Exclusions: The insurance provided by the Commission under this provision does not cover any tools, apparatus, machinery, scaffolding, hoists, forms, staging, and shoring commonly referred to as construction equipment, which may be in use on the Project, capital value of which is not included in the Work. The Environmental Contractor shall make its own arrangements for any insurance he may require on such equipment.

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

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24. Indemnification

- a. The following persons are hereby incorporated by reference into and made a part of Article GC-8, Indemnification, of the General Conditions as indemnities, including their respective commissioners, board members, officers, agents, and employees, individually and collectively:

Public Building Commission of Chicago  
[User Agency]  
[Owner's Representative]

**G. RAILROAD PROTECTIVE LIABILITY INSURANCE (IF APPLICABLE)**

The contractor will be required to carry Railroad Protective Liability and Property Damage Liability Insurance using Form CG 0031 1093.

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**EXHIBIT 3**

**LEGAL REQUIREMENTS**

**1. Compliance with Laws**

**a. General.** The Contractor shall at all times observe and comply, and shall cause its subcontractors of all tiers to observe and comply, with all applicable federal, state, and local laws, ordinances, codes, rules, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the contract. Provision(s) required by law, ordinance, codes, rules, regulations or executive orders to be inserted in this Contract shall be deemed inserted, whether or not they appear in this Contract, or, upon application by either party, this Contract shall forthwith be physically amended to physically make such insertion; however, in no event shall the failure to insert such provision(s) prevent the enforcement of such provision(s) or this Contract.

**b. Permits and Licenses.** The Contractor shall obtain all permits and licenses including, without limitation, those required for compliance with all City building codes. Each Contractor shall obtain all permits and licenses required, including, without limitation, those required for compliance with all City building codes.

In performing the Work, the Contractor shall follow the most stringent of the applicable agency and code requirements. The Contractor shall be fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

**2. Non-Discrimination**

**a. General:**

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

(ii) Each Contractor shall comply with the *Civil Rights Act of 1964*, 42, U.S.C. Sec. 2000 et seq. (1981), as amended. Each Contractor shall further comply with all applicable provisions of the *Civil Rights Act of 1964*, 28 U.S.C. 1447, 42 U.S.C. 1971, 1975a-1975d, 2000a to 2000h-6 (1992); the *Age Discrimination in Employment Act of 1967*, 29 U.S.C. 623-634 (1992); the *Americans with Disabilities Act of 1990*, 29 U.S.C. 706, 42 U.S.C. 12101-12213, 47 U.S.C. 152, 221, 225, 611 (1992); 41 C.F.R. 60 (1992); reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

(1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the *Age Discrimination Act*, 43 U.S.C. Sec. 6101-6106 (1981); P.L. 101-336; 41 C.F.R. part 60 et seq. (1990).

**b. State Requirements.** Each Contractor shall comply with the *Illinois Human Rights Act*, 775 ILCS 5/1-101 et seq. (1990), as amended, *the Discrimination in Public Contracts Act*, 775 ILCS 10/0.01 et seq. (1990), as amended, and the *Environmental Barriers Act*, 410 ILCS 25/1 et seq.

**c. City Requirements.** Each Contractor shall comply with the *Chicago Human Rights Ordinance*, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code (1990), as amended. Further, each Contractor shall furnish such reports and information as requested by the Chicago Commission of Human Relations.

**d. Subcontractors.** Each Contractor shall agree that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Contract.

### 3. Competitive Bid Requirements

**a. Basis of Contract Award (Canvassing Formula).** In order to effectuate the achievement of these goals, the Commission shall include the following language in all Contracts procured through competitive bidding:

In accordance with Chapter 2-92 of the Municipal Code of Chicago, and in order to promote equality of opportunity for minority and female personnel on this Project, the Commission has established the following canvassing formula for the purpose of evaluating proposals and awarding the Contract.

Each bidder is invited to propose the minority and female employee utilization goals for the project, as percentages of the journeyworker and apprentice and laborer hours to be expended in the construction of the project. Lines 2, 4 and 6 in the formula shall not be greater than 50 percent in each category, for the purpose of canvassing only. The 50 percent limit shall not deter or restrict the fuller utilization of minority employees for the project, but shall only serve as a limiting figure for use in the formula. Similarly, lines 8, 10 and 12 shall not be greater than 10 percent in each category, for the purpose of canvassing only. Actual amounts of minority and female work will be measured for the total hours of construction workers employed on the projects within each of the categories of journeyworkers, apprentice, laborers by the contractor and all of the work site subcontractors.

Public Building Commission of Chicago

Request For Qualifications (RFQ)

General Construction Work

---

**Canvassing Formula**

Line 1. Base bid, in figures \_\_\_\_\_

Line 2. Percentage of the total journeyworker hours that the contractor proposes to be worked by minority journeyworkers during the construction of the project. Maximum figure .50. \_\_\_\_\_

Line 3. Multiply line 2 by line 1 by 0.04 \_\_\_\_\_

Line 4. Percentage of the total apprentice hours that the contractor proposes to be worked by minority apprentices during construction of the project. Maximum figure .50. \_\_\_\_\_

Line 5. Multiply line 4 by line 1 by 0.03. \_\_\_\_\_

Line 6. Percentage of the total laborer hours that the contractor proposes to be worked by minority laborers during construction of the project. Maximum figure .50. \_\_\_\_\_

Line 7. Multiply line 6 by line 1 .01. \_\_\_\_\_

Line 8. Percentage of the total journeyworker hours that the contractor proposes to be worked by female journeyworkers during the construction of the project. Maximum figure .10. \_\_\_\_\_

Line 9. Multiply line 8 by line 1 by 0.04. \_\_\_\_\_

Line 10. Percentage of the total apprentice hours that the contractor proposes to be worked by female apprentices during construction of the project. Maximum figure .10. \_\_\_\_\_

Line 11. Multiply line 10 by line 1 by 0.03. \_\_\_\_\_

Line 12. Percentage of the total laborer hours that the contractor proposes to be worked by female laborers during construction of the project. Maximum figure .10. \_\_\_\_\_

Line 13. Multiply line 12 by line 1 by 0.01. \_\_\_\_\_

Line 14. Summation of lines 3, 5, 7, 9, 11 and 13. \_\_\_\_\_

Line 15. Subtract line 14 from line 1 = award criteria figure. \_\_\_\_\_

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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The bidder shall complete the canvassing formula and transfer the final award criteria figure, line 15, to the space provided on the itemized proposal sheet. A contract in the amount of the total base bid will be awarded to the responsible bidder with the lowest award criteria figure. The Commission reserves the right to revise all arithmetic calculations for correctness. The contractor is obliged during the construction of the project to fulfill every numerical commitment made under the canvassing formula categories. Therefore, every limiting condition or circumstance which may affect referral, hiring, or deployment of construction trades employees must be taken into account by the bidder before the commitment is proposed. Limits imposed by the policies or circumstances of labor organizations or other referral resources, for example, should be anticipated by the bidder, since relief from the contractors obligations as established under the canvassing formula is not available due to such circumstances found to exist during construction. Also, if journeyworkers will not be employed in the project, or apprentices, or laborers, then the proposal made in the appropriate lines, lines 2 and 8, or lines 4 and 10, or 6 and 12, should be entered as 0 percent, since no Journeyworker or apprentice or laborer hours are reported after construction, this will be computed by the Commission as 0 percent minority/female hours achieved. If commitments are made in the apprentice category, lines 4 and 10, the total apprentice hours to be employed on the project should be anticipated to be a substantial number of hours; since it is the intention of the Commission that where a commitment for a percentage of minority or female apprentices has been made, the percentage may be counted as fulfilled only as long as there were provided at least 40 hours of minority or female employment as apprentices. For this reason, where a minority or female percentage commitment has been made, if in the final audit of the performance of the contract there are less than 40 minority or female apprentice hours will be counted by the Commission as 0" for the purpose of measuring the achievement toward the apprentice canvassing formula goal.

Therefore, when the contractor is performing at a level under a minority or female apprentice goal, line 4 or line 10 above, the contractor will be subject to the full amount of liquidated damages, see lines 5 and 11, if at least 40 hours of minority or female apprenticeship are not achieved. When the bidder foresees that this minimum amount of apprenticeship is not available to the project, then A" should be put in lines 4 and 10 as the percentage commitment for apprentices.

The contractor is obligated to meet the total commitment made in each category, subject to liquidated damages as described below for noncompliance. The contractor hereby consents and agrees that, in the event of failure to comply with each of the minimum commitments submitted with the proposal on lines, 2, 4, 6, 8, 10 and 12 of the canvassing formula, covering journeyworkers, apprentices, and laborers, respectively, the following shall apply to determine a monetary sum to be withheld from the final payment to the contractor.

#### **Liquidating Damages**

For each one percent (1%) deficiency of minority journeyworkers not utilized toward the goal, four cents (\$0.04) for each one hundred dollars (\$100.00) of the construction portion of the Budget for the Project. Each one percent (1%) deficiency or shortfall toward

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

the goal for female journeyworkers shall be computed in the same way.

For each one percent (1%) deficiency of minority apprentices not utilized toward the goal, three cents (\$0.03) for each one hundred dollars (\$100.00) of the construction portion of the Budget for the Project. Each one percent (1%) shortfall toward the goal for female apprentices shall be computed in the same way.

For each one percent (1%) deficiency of minority laborers not utilized toward the goal, one cent (\$0.01) for each one hundred dollars (\$100.00) of the construction portion of the Budget for the Project. Each one percent (1%) shortfall toward the goal for female laborers shall be computed in the same way.

### Reporting

Each contractor shall submit to the Commission on a timely basis a completed weekly certified payroll (U.S. Department of Labor Form WH-347, Illinois Department of Transportation Form RE-48, or equivalent), with race and gender of employees clearly named or coded each week. The contractor is responsible for forwarding every work site subcontractors weekly certified payroll. Supportive information regarding an employee's race, gender, or work classification shall be provided by the contractor in cases where clarification of such is required by the Commission. Failure to report fully all required workforce information will subject the contractor to liquidated damages as set forth above.

In the weekly payroll reports, the following ethnic categories should be used to indicate minority personnel:

“Black” means persons having origins in any of the Black racial groups of Africa.

“Hispanic” means persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

“Native American” means persons who are American Indians, Eskimos, Aleuts or Native Hawaiians.

“Asian-Pacific” means persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marinas.

“Asian-Indian” means persons whose origins are from India, Pakistan or Bangladesh.

“Other” means qualified individuals with disabilities who meet legitimate skill, experience, education or other requirements of employment positions held or sought and who perform the essential function with or without reasonable accommodation and other groups or other individuals found by the Commission to be socially and economically disadvantaged

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

and to have suffered actual racial and ethnic discrimination and decreased opportunities to compete in Chicago area markets.

Journeyworkers includes construction site journeyworkers from the major trades, including, without limitation, truck drivers, tile setters finishers, electrical groundmen, and elevator construction helpers. Other helpers, watchpersons, custodial workers, clerical workers and salaried superintendents are not journeyworkers for the purposes of the goals set forth above. Hourly wage foremen and general foremen will be counted as journeyworkers.

Apprentice includes only bona fide apprentices currently in a training program certified by the U.S. Department of Labor-Bureau of Apprenticeship and Training, and for the hours employed at the construction site. Other categories of trainees are not apprentices for the purposes of the goals set forth above.

Other Regulations. The adherence to the canvassing formula does not abrogate other responsibilities of the contractor to comply with equal employment opportunity requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in this contract.

**b. Child Support Ordinance.** The Commission shall include in all Contracts that are procured through competitive bidding substantially the following provisions:

“The City of Chicago through passage of the *Child Support Arrearage Ordinance*, Municipal Code of Chicago, Section 2-92-415, seeks to protect the public interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for contractors or their owners to obtain the benefits of public funds while failing to pay court-ordered child support, which shifts the support of their dependents onto the public treasury.

For purposes of this section, “**SUBSTANTIAL OWNER**” means any person who owns or holds a ten percent (10%) or more percentage of interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietor.

Percentage of interest includes direct, indirect and beneficial interests in the Contractor. Indirect or beneficial interest means that an interest in the Contractor is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominees(s) on behalf of an individual entity. For example, if Corporation B holds or owns a twenty percent interest in Contractor, and an individual or entity has a fifty percent or more percentage of interest in Corporation B, then such individual or entity indirectly has a ten percent or more percentage of interest in the Contractor. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

Owners in arrearage on their child support obligations and: (1) at least one such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) at least one such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed or both (1) and (2), then:

For those bidders in competitive bid contracts, the Commission shall assess an eight percent penalty. This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty shall apply only for purposes of comparing bid amounts and shall not affect the amount of any contract payment.

The provisions of this Section shall apply only where not otherwise prohibited by federal, state or local law.”

**c. Chicago Residency Ordinance.** Each Contractor shall comply with the *Chicago Residency Ordinance*, Section 2-92-330 of the Municipal Code of Chicago. Accordingly, no less than fifty percent (50%) of the total on-site worker hours employed during construction of the Project shall be performed by actual residents of the City.

When the Project is completed, in the event that the Commission has determined that the Contractor failed to ensure the fulfillment of the requirement of this section concerning worker hours performed by actual Chicago residents, or has failed to report in the manner indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such case of non-compliance it is agreed that 1/20 of one percent 0.0005 of that portion of the Project Budget which is for construction of the Project shall be withheld by the Commission from the Contractor in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed. The willful falsification of statements and payroll data may subject the Contractor or subcontractors or employees to prosecution. Any retainage to cover contract performance that may become due to Contractor may be withheld by the Commission on behalf of the City pending the Commission's determination whether the Contractor must surrender damages as provided in this section.

**d. Non-Collusion, Bribery of a Public Officer or Employee.** Each Contractor, in performing under this Contract, shall comply with the Municipal Code of Chicago, Section 2-92-320, as follows:

(i) No person or business entity shall be awarded a Contract or subcontract if that person or business entity;

a. Has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or any state or local government in the United States, in that officers or employees official capacity; or

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

b. Has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or

c. Has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

(ii) For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity shall be chargeable with the conduct. One business entity shall be chargeable with the conduct of an affiliated agency.

(iii) Ineligibility under this section shall continue for three years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the Commission under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions that would permit the Commission to reduce, suspend, or waive the period of ineligibility.

#### **e. Conflict of Interest**

(i) No member of the governing body of the Commission and no other officer, employee, or agent of the Commission or other unit of government who exercises any functions or responsibilities in connection with this Contract shall have any personal interest, direct or indirect, in this Agreement. Each Contractor shall covenant that it, its officers, directors and employees, and the officers, director and employees of each of its members if a joint venture, and subcontractors presently have no interest and shall acquire no interest, direct or indirect, in the Project which would conflict in any manner or degree with the performance of the Work hereunder. Each Contractor shall further covenant that in the performance of this Contract, no person having any such interest shall be employed. Each Contractor shall agree that if the Commission determines that any of a Contractors work for others conflicts with the Work, that Contractor shall terminate such other services immediately upon request of the Commission.

#### **f. Governmental Ethics Ordinance**

(i) Each Contractor shall comply with Chapter 2-156 of the Municipal Code of Chicago, Governmental Ethics including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer or employment shall be made in connection with any Commission Contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(ii) Any Contract negotiated, entered into, or performed in violation of any

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

of the provisions of this chapter shall be voidable.

#### **g. Anti-Collusion/Anti-Scofflaw**

(i) Each Contractor and each joint venture partner thereof shall be required to submit with its bid, proposal or response, a fully executed Contractors Affidavit signed by an authorized officer of the company before a notary which certifies, among other things, that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors have not been engaged in or been convicted of bid-rigging or bid-rotation activities as defined in the affidavit and do not owe any debts to the City of Chicago in violation of Chapter 2-92-380 of the Municipal Code of Chicago.

(ii) Each Contractor and each joint venture partner thereof shall complete the appropriate subsection regarding State Tax Delinquencies and acknowledge all other representations in the Contractors Affidavit (the Affidavit) which certifies that each Consultant and each joint venture partner thereof, their agents, employees, officers and any subcontractors: a) have not engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, the Commission, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in the Illinois Criminal Code; b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and c) are not presently debarred or suspended by any local, state or federal procurement agency.

**h. Disclosure of Ownership.** Pursuant to Chapter 2-92-010, 2-92-020 and 2-92-030 of the Municipal Code of the City of Chicago, any person, business entity or agency submitting a bid/proposal to or contracting with the Commission shall be required to complete Section I, Disclosure of Ownership Interests in the Contractor's Affidavit.

#### **4. Contract Conditions**

##### **a. Prevailing Wage**

(i) Each Contractor shall comply with 820 ILCS 130/0.01 et seq., as amended (the Act), in order to ensure that such persons covered by the Act are paid the prevailing wage rate as ascertained by the Illinois Department of Labor. If the Illinois Department of Labor revises such prevailing wage rates, the revised rates shall apply to this Contract, and the Contractor shall not be entitled to additional compensation therefor.

(ii) The term "general prevailing hourly rate" means the hourly cash wages plus fringe benefits for health and welfare, insurance, vacation and pensions paid generally, in the locality in which the Work is being performed, to employees engaged in Work of a similar character on public projects.

##### **b. Veteran's Preference**

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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(i) Each Contractor shall ensure that the following provision is inserted in all contracts entered into with any subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with this Contract.

(ii) Contractor shall comply with the provisions of 330 ILCS 55/0/01 et. seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference shall be given to veterans of the Vietnam era and disabled veterans; however, this preference may be given only where the individuals are available and qualified to perform the Work to which the employment relates.

#### **c. Parking Violations**

(i) The Commission shall set off a portion of the Contract price or compensation due under the Contract in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/or the amount of any debt owed by the contracting party to the City. The Commission shall include a provision which entitles the Commission to set off such funds in all contracts for Projects undertaken with City of Chicago funds.

(ii) For purposes of this provision, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which neither has payment been made nor an appearance filed in the Circuit Court of Cook County within the time specified on the complaint. Debt means a specified sum of money owed to the City for which the period granted for payment has expired.

(iii) Notwithstanding the provisions of subparagraph (i), above, no such debt(s) or outstanding violation complaint(s) shall be off set from the Contract price or compensation due under the Contract if one or more of the following conditions are met:

a. The contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking complaints and/or debts owed to the City and the contracting party is in compliance with the agreement; or

b. The contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

c. The contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

#### **d. Inspector General**

(i) It shall be the duty of any bidder, proposer, Contractor, all

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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subcontractors and all officers, directors, agents, partners and employees of any such entities on City-funded contracts to cooperate with the Inspector General of the City in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Chicago Municipal Code. Each Contractor understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

(ii) All Contractors shall inform their respective subcontractors of this provision and require compliance herewith.

#### 5. Other Contract Provisions

##### a. Steel Products

(i) This Contract shall be subject to all provisions of the *Steel Products Procurement Act*, 30 ILCS 565/1 et. seq. as it may be amended from time to time. Steel Products issued or supplied in the performance of this Contract or any subcontract thereto shall be manufactured or produced in the United States.

(ii) For purposes of this Section United States means the United States and any place subject to the jurisdiction thereof and Steel Products means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and shall subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

##### b. Disposal of Materials, Construction Debris, Soil and Waste

(i) Each Contractor shall be responsible for the proper disposal of all materials, construction debris, soil and other waste. Hauling and disposal by a subcontractor does not relieve the Contractor from responsibility for proper disposal. Disposal of all materials, construction, debris, soil, and other waste shall be at a disposal site that is properly licensed and permitted to accept the particular materials, construction debris, soil and other wastes delivered to it in accordance with all Environmental Laws. The bidder shall, at the time of submitting its bid, identify the disposal site(s) or transfer station(s) to which it has contractual access and for which proper, sanitary landfill permits and/or licenses have been obtained. Failure to identify disposal site(s) for materials, construction debris, soil and other wastes or to submit such information when requested by the Commission may be cause to reject the bid as non-responsive.

(ii) Each Contractor shall provide the Commission or its designated representative with copies of all load tickets, manifests, bills of lading, scale tickets and other pertinent documents. When requested by the Commission, the Contractor shall provide copies of all permits and/or licenses for the proposed transfer station and/or landfill. In the event that the transfer station and/or landfill proposed for use by the Contractor does not

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

---

possess the necessary permits and/or licenses to accept the materials, construction debris, soil or other wastes, the Contractor will replace the transfer station and/or landfill submitted as part of its bid proposal at no additional cost to the Commission or the City. If the Contractor disposes of materials, construction debris, soil or other wastes at a site which is not properly permitted, the Contractor shall be responsible for all costs associated with the removal of the waste to a properly licensed/permitted landfill or disposal site.

(iii) Each Contractor shall accept full responsibility for compliance with all Environmental Laws.

(iv) Each Contractor shall notify the Commission within 24 hours of receipt of any environmental complaints, fines, citations, violations or notices of violation (Claim) by any governmental body or regulatory agency against the Contractor by any third party relating to the loading, hauling or disposal of materials, construction debris, soil or other wastes. The Contractor will provide evidence to the Commission that any such Claim has been addressed to the satisfaction of the issuer or initiator of such Claim.

(v) Each Contractor shall notify the Commission of any community meetings, media involvement or media coverage related to the loading, hauling or disposal of materials, construction debris, soil and other wastes under this Contract in which the Contractor is asked to participate.

(vi) Each Contractor and design consultant shall verify, as requested by the Commission, that all materials, construction debris, and other waste accepted by the Contractor has been disposed of in compliance with all Environmental Laws.

(vii) Non-compliance with these terms and conditions may be used by the Commission as grounds for termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

**c. Equipment and Environmental Control during Transport.** Each Contractor shall haul materials, construction debris, soil and other wastes in vehicles and/or containers complying with all applicable Environmental Laws. All equipment used to transfer materials, construction debris, soil and other wastes shall be designed to prevent spillage during the hauling operation. Each Contractor equipment shall fully comply with all City, state and federal regulations, laws and ordinances pertaining to size, load weight, safety and any Environmental Laws.

**d. Dumping Prohibited.** The removal of all recyclable materials and garbage, refuse or other waste material, including, but not limited to, broken concrete, bricks, rock, paving asphalt and incidental debris generated from all construction or demolition activities performed under this contract must be transported to a facility in compliance with all applicable Environmental Laws and, if within the City, zoned and permitted to accept such material pursuant to Section 11-4 of the Municipal Code of Chicago and all applicable local, state and Federal regulations.

**EXHIBIT 4**

**OTHER REQUIREMENTS**

**1. CONTRACTOR DEBARMENT POLICY**

**a. Effective September 1, 2000 for all contracts**

**b.** The Commission reserves the right to impose sanctions for the categories of infractions described in Section 1.c. in accordance with the “General Guidelines for Sanctions” described in Section 1.d.

**c. INFRACTIONS:**

**(i) *Failure To Meet Affirmative Action Goals.***

1. Contractors who fail to meet the M/WBE, EEO and/or City Residency requirements on a contract will be subject to the sanctions described in Section 1.d.

**(ii) *Failure to Submit Pay Applications in a Timely Manner.***

1. Contractors who fail to submit their pay applications in accordance with the Commission’s pay application policy will be subject to the sanctions described in Section 1.d.

2. **Note:** Effective September 1, 2000, Contractors must submit their final pay application to the Commission within 30 days of the date of final acceptance by the Architect of Record. Contractors who are assessed liquidated damages will be notified in writing to submit a revised final pay application that reflects a deduction for the amount of the liquidated damages. Contractors must submit the revised final pay application by the “due by date” (30 days after the date the letter is mailed) on the letter requesting the revised final pay application.

**(iii) *Failure to Perform the Work of the Contract.***

1. Contractors who fail to perform the Work of the Contract will be subject to the sanctions described in Section 1.d. Examples include, but are not limited to:

a. Failure to obtain permits in a timely manner as required by GC-18, Permits, Laws, and Regulations, of the contract.

b. Failure to achieve Preliminary Acceptance (i.e. “Substantial Completion”) by the date specified, or within the number of calendar days identified, in SC-1, Time for Performance, of the contract.

**Public Building Commission of Chicago**

**Request For Qualifications (RFQ)**

**General Construction Work**

---

c. Failure to complete all punch list work within thirty (30) calendar days from receipt of the punch list from the architect, as required by GC-39, Acceptance of the Work, of the contract.

d. Failure to provide Work in accordance with applicable quality standards as indicated in Specifications Section 01400 of the contract.

e. Failure to repair or remove and replace work, materials, equipment, supplies, services and facilities which prove defective during the applicable guarantee period or which fail to conform to the Contract Documents, as required by GC 43, Guarantees, of the contract.

(iv) ***Engaging in Wrongful Bidding Practices.***

1. Contractors who commit one or more of the following wrongful bidding practices will be subject to the sanctions described in Section 1.d:

a. Fraudulently claiming local business preference.

b. Bid shopping M/WBE subcontracts listed on Schedule D of the bid proposal after the award of the contract.

c. Including M/WBE's on Schedule D of the bid proposal that have no commercially useful function as defined in SC-12, paragraph e.5 of the contract.

d. Any other bidding practice found, in the sole discretion of the Commission, to be contrary to generally established fair bidding practices.

(v) ***Debarment by other Governmental Entities***

1. Contractors who are debarred from any other governmental entity may be debarred from Commission projects for up to the same length of time.

**d. GENERAL GUIDELINES FOR SANCTIONS:**

<b>Offense</b>	<b>Range of Sanctions *</b>
1 <sup>st</sup>	Written warning - 3 month debarment *
2 <sup>nd</sup>	1 – 6 month debarment *
3 <sup>rd</sup>	6 – 12 month debarment *

## Public Building Commission of Chicago

### Request For Qualifications (RFQ)

### General Construction Work

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e. **\*ADDITIONAL INFORMATION:**

(i) ***Reservation of Rights:*** If, in the sole discretion of the Commission, it is determined that an infraction is significant and/or demonstrates a flagrant disregard for the policies of the Commission, the Commission reserves the right to impose a higher sanction than the general guidelines stated above (e.g. A Contractor may receive a 12-month debarment for a first offense). The Commission also reserves the right to impose a lower sanction than those stated in the general guidelines.

(ii) ***Reinstatement:***

1. Eligibility for Qualification List. In order to be reinstated to the qualification list after a 12-month, or longer, debarment, a contractor must resubmit a qualification proposal in response to the next Request for Qualifications (RFQ) issued by the Commission after the expiration of the Contractor's debarment period. Contractor must attach an addendum to the qualification proposal describing its ability to comply with the policy(ies) of the Commission, the breach of which resulted in the Contractor's debarment.

2. Eligibility for Publicly Advertised Bids. In order to submit a bid in response to a publicly advertised Notice of Bid opportunity published *after* the expiration of the Contractor's debarment period, Contractor must attach an addendum to the bid proposal describing its ability to comply with the policy(ies) of the PBC, the breach of which resulted in the Contractor's debarment.

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