

CITY COLLEGES[®] OF CHICAGO

REQUEST FOR PROPOSALS (RFP) #SN2201 CCC IT SERVICE DEST MANAGEMENT (ITSM) SYSTEM DISTRICT WIDE

ONE (1) ORIGINAL SIGNATURE HARD COPY AND TWO (2) USB DRIVES OF THE RESPONSE TO BE SUBMITTED

All responses shall be addressed and returned to:

City Colleges of Chicago

Procurement Services

3901 S. State Street, Room 102

Chicago, IL 60609

Attn: Steve Nash, Sr. Contract Administrator

***Proposals must be received no later than 12:00 p.m. local Chicago time, on
Tuesday, February 28, 2023***

Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **RFP #SN2201 – IT Service Desk Management (ITSM) System – District-Wide** for City Colleges of Chicago (CCC), the time, and the date specified for receipt. The name and address of the Proposer must also be clearly printed on the outside of envelope or package. The Proposer shall be responsible for delivery by the due date and time, whether delivered by U.S. mail or messenger. Late proposals will be returned to the sender unopened. **Delivery/drop-off of proposal responses are accepted at the rear parking lot building entrance Monday – Friday from 9:00 a.m. – 4:00 p.m. All proposal responses/submissions are due by the due date and time deadline.**

A pre-proposal conference is scheduled for Wednesday, February 1, 2023 at 11:00 a.m., local Chicago time, to discuss the scope of services and the compliance procedures for the Minority and Women Business Enterprise Contract Participation Plan (MBE/WBE). The pre-proposal conference will take place via Zoom teleconference. Firms anticipating submitting a proposal are encouraged to attend the teleconference. We recommend that you obtain a copy of the RFP document when joining the meeting. After accessing the Zoom application, instruction for the pre-proposal conference are as follows:

When prompted enter the Meeting ID: 830 2247 3593 and Passcode: 034314

The Letter of Intent to Submit a Proposal, Attachment A, is due via email to procurementservices@ccc.edu, attention Steve Nash, Sr. Contract Administrator by Tuesday, February 21, 2023, no later than 12:00 p.m. If you do not intend to submit a proposal in response to this RFP, please email us a brief, detailed explanation, to procurementservices@ccc.edu, in order to continue to receive future bid/RFP notices.

Questions regarding clarification or verification of these specifications and MBE/WBE compliance procedures should be submitted in writing via email to Steve Nash, Sr. Contract Administrator, at procurementservices@ccc.edu. **The deadline for submitting final questions is Monday, February 6, 2023, by 12:00 p.m.**

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APPENDIX IV - IRS W-9 INSTRUCTIONS AND FORM

APPENDIX V – PROFESSIONAL SERVICES AGREEMENT (for informational purposes only, do not complete/submit with proposals)

SECTION I - GENERAL INFORMATION

City Colleges of Chicago (CCC) consists of seven (7) community colleges which are all located within the city limits of Chicago. In addition, there are five (5) satellite locations that are affiliated with the colleges. A seven-member board of trustees, who are appointed by the Mayor of Chicago, governs the system. The chief administrative officer of the system is the Chancellor, who is appointed by the Board of Trustees. Each college has its own President, who reports to the Chancellor, and its own administrative staff which is responsible for policy administration in the areas of human resources and staff development, finance, academic affairs, administrative services and information technology. Each of these areas is headed by a Vice Chancellor that reports to the Chancellor.

The RFP and all attachments are available for download from the City Colleges of Chicago website, Procurement Services webpage, <http://www.ccc.edu/departments/pages/procurement.aspx/>, Current Bid Schedule. Proposers who download the RFP waive their right to have clarifications and/or addenda sent to them. Such Proposers are responsible for checking the website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the website shall not relieve such Proposers from being bound by additional terms and conditions in the clarification and/or addenda, if any, or from considering additional information contained therein in preparing their proposals. Note that there may be multiple clarifications and/or addenda. Any harm to a Proposer resulting from such failure shall not be valid grounds for protest against award(s) made under this RFP. Proposals will not be accepted in electronic forms.

CCC Technical Environment Overview

The Office of Information Technology (OIT) is a division of the District Office of the City Colleges of Chicago (CCC). OIT supports the mission of CCC by creating technology solutions and services that support institutional goals and objectives to enhance the colleges' ability to enable and empower students, faculty, and staff to work collaboratively in the interest of increased student success. OIT's goal is to provide flexible and integrated technology-based systems that deliver critical information to the colleges, district departments, employees, students and community.

OIT provides technology services and support in areas such as project management, change management/communication, training, database management, information systems management, application development, technology training, data management, systems infrastructure support, business intelligence, and information security. The primary systems supported are Windows and Linux platforms running Microsoft and Oracle/PeopleSoft-based products and applications.

The network consists of Cisco-based equipment, i.e., routers, switches and access points that is connected by high-speed data lines. CCC has a converged voice and data network and utilize Mitel VoIP controllers. A disaster recovery Co-location site exists with a full complement of equipment that covers most on premise systems. CCC has numerous Internet Service Providers that allows for redundancy and resiliency.

On premise systems consists of HP based equipment to include standalone servers, blade chassis and storage area networks. We have a mix of virtualized hosts utilizing VMWare. Additionally we support Microsoft SQL databases for numerous systems and solutions. Lastly we have implemented Microsoft's Active Directory and associated Microsoft provisioning and authentication engines.

Representative list of some critical CCC systems

PeopleSoft Human Capital Management Version 9.2
PeopleSoft Financials and Supply Chain Management Version 9.2
PeopleSoft Portal Version 9.1
PeopleSoft Campus Solutions Version 9.2

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SECTION II - INTENT AND SCOPE OF SERVICES

A. INTENT

The Intent of this RFP from an IT Service Management perspective is the delivery of quality and reliable end-to-end IT services using best practice frameworks for IT service delivery and support, so the right processes, people, tools and technology are in place to support CCC. This RFP will procure and implement and configure a solution that utilizes the ITIL ITSM framework.

B. SCOPE OF SERVICES

Please see Attachment C, Supplemental to Section II Intent and Scope of Services with all Functional Requirements on page 24 of this document.

SECTION III - SUBMITTAL REQUIREMENTS

Each Proposer submitting a proposal will be required to present evidence of experience, qualifications, fiscal responsibility and capacity to perform the requested services. One (1) original signature hard copy and two (2) USB drives are to be submitted in response to this RFP, see Page 1. All USBs shall include your entire proposal response in one (1) pdf file; financial information may be submitted as an additional pdf file included on the USBs.

Discussions may be conducted with Proposers who submit responses determined to have a reasonable possibility of being selected. All Proposers shall be accorded fair and equal treatment with respect to the RFP process. **RESPONSES MAY BE DEEMED NON-RESPONSIVE AND WILL NOT BE FURTHER CONSIDERED FOR FAILING TO SUBMIT A RESPONSE AND/OR DOCUMENTATION THAT ADDRESSES EACH AND EVERY PARAGRAPH CITED IN THIS SECTION.**

A. Format of Response

All original response(s) must be submitted with pages numbered with section dividers for each item listed below. Each original signature response shall be submitted on standard 8 ½" x 11" plain white copy paper with material printed on one (1) side only in a 3-ring binder. Expensive papers and special bindings (**Absolutely no spiral bindings nor machine bindings**) are discouraged since no materials will be returned

to the Proposer. The USB drives (2 each) shall include your entire proposal response submitted in a pdf file format and each drive shall indicate Responder's name, RFP number and name enclosed in individual sleeves/cases. Re-typing of any required forms is prohibited that are included in this RFP and required to be submitted with proposal responses.

B. Contents of Response

Table of Contents:

Provide a table of contents indicating the corresponding page number for each section of the RFP listed below. To provide uniformity and to facilitate comparison of proposals, all information submitted must be noted in the same sequence as its appearance in this RFP. CCC reserves the right to waive minor variances or irregularities.

1. Cover Letter:

The cover letter must be submitted on the Proposer's letterhead, signed by a principal and the joint venture partner, if applicable. The cover letter must contain a plan explaining how services will be performed; a commitment to provide the services described in the Scope of Services of this RFP and indicates that the offer is good for one hundred-eighty (180) days from submittal of proposal.

2. Executive Summary and Executive Summary Sheet

An Executive Summary which shall include a brief statement of understanding the scope of services to be provided, a brief description of the firm, the services offered and the name of the Proposer and the location of the Proposer's principal place of business. Proposer shall include the Executive Summary Form (see Section VII).

- 3. Joint Ventures:** A firm may propose both as a joint venture and independently as a single Proposer. If a joint venture response is rejected, no firm which has participated in the joint response can be considered to provide services unless it has separately submitted a response. Similarly, two (2) or more firms may submit responses as a prime proposer and subcontractor(s) relationship. In the event of such an arrangement, the CCC reserves the right to reject any subcontractor and accept only the prime proposer. CCC will not accept a subcontractor and reject the primary proposer. If a subcontractor wishes to be considered separately for a portion of the services, such firm should submit a separate submittal in response to this RFP. A copy of the executed Joint Venture Agreement, if applicable, must be submitted as well as the Federal Identification Number as a joint venture.

If a prime proposer is proposing a joint solution that requires CCC to execute a contract with a third party and/or pay a third party directly, the proposal must clearly indicate why it is necessary for CCC to directly contract and/or pay the third party. The proposal must include the capability/scope/ and pricing for each third party as well as the third party's proposed contractual documents. Additionally, each third party must meet the requirements set forth in the RFP and submit all required documents, including but not limited to the Executive Summary Form, Letter of Intent, Reference Questionnaire and the documents in the Appendices. CCC reserves the right to reject any third party and accept only the prime proposer.

4. Experience and Statements of Qualifications

- A. Proposer must provide information on the company's background, including:
1. The company name, address, city, state, zip code, telephone, and fax numbers.
 2. Identify the name, title, address, phone and fax numbers, and e-mail address of the primary contact person for this project.

3. A brief overview of your company including number of years in business, number of employees, nature of business, and description of clients.
 4. Any parent corporation and/or subsidiaries, if appropriate.
 5. Any industry awards/recognition that you have received, the awarding party, and the year received.
 - B. Proposer must provide information on services similar in nature and scope as requested in Section II, Scope of Services, including company's name, contact person, telephone and fax numbers and email address; provide information for similar services to any educational institutions or government agencies. Proposer must submit company contacts.
 - C. Detailed information on the Proposer's ability to meet the Scope of Services of this RFP. This should include the services that your firm would be able to provide and how the services will be executed.
 - D. Provide an organizational staffing plan chart for the personnel who will perform services as stated in Section II, Scope of Services, including resumes and educational background.
5. **Clients and Portfolio**
Proposers shall provide three (3) client examples of services as defined in this RFP. Include scope of work, contract value, length of time to complete and Proposer's project manager.
5. **Implementation Plan - please include in the response to the Scope of Service**
6. **References**
Proposers are required to provide at least three (3) references (non-CCC references), one per firm, for whom you have provided services to as requested in this RFP from higher education institutions, government or non-for-profit entities. Please complete Page One of the Reference Questionnaire (Attachment B), include a brief detail of services provided and submit form with your proposal. City Colleges will email the form and reference questions to the references included in your submittal. Please inform your references that they will be contacted by CCC via email. CCC reserves the right to check references on any projects performed by the proposer whether provided by the proposer or known by CCC.
7. **IRS W-9 Form**
A current IRS W-9 Form must be completed, signed and submitted with your proposal. (See Appendix III)
8. **Financial Statements**
Proposers are required to provide copies of audited/non-audited financial statements for the three (3) previous fiscal years or audited/non-audited tax returns signed by preparer and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet and statements of income/loss. Each prime or joint venture partner must submit this information. CCC will also accept as alternative information in substitute of Financial Statements, three (3) years of Profit/Loss Income Statements and Balance Sheets. The City Colleges of Chicago reserves the right to accept alternative information and/or documentation submitted by Proposers.
9. **Legal Actions**
List and briefly describe any and all legal actions for the past three (3) years in which Proposer has been:
- (a) a debtor in bankruptcy,

- (b) a defendant in a lawsuit for deficient performance under a contract or agreement,
- (c) a Respondent in an administrative action for deficient performance,
- (d) a defendant in a criminal action.

10. Minority/Women Business Enterprise Plan (M/WBE)

City Colleges of Chicago (CCC) has adopted a Minority and Women Business Enterprise (MBE/WBE) Plan to ensure that MBEs and WBEs shall have maximum feasible opportunities to participate on City Colleges of Chicago contracts. All Proposers must address the Plan included as Appendix I in this solicitation.

Specifically, Proposers must submit the appropriate compliance documents (i.e. Schedules A and C or D) with their proposal. Also, MBE/WBE Implementation Plans (Schedule A) may include either direct or indirect participation in the provision of the services requested in the RFP.

Any questions regarding the M/WBE Compliance policy or any part of Appendix I should be in writing directed to the Contract Administrator, via email at procurementservices@ccc.edu. Please reference the RFP #J22XX3 in the Subject area.

11. CCC Ethics Orientation Contractors/Vendors

As a contractor or vendor doing business with the City Colleges of Chicago, you are required to comply with the CCC Ethics Policy. Contractors are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity, you are allowing established values to guide your actions and decisions. The City Colleges of Chicago Ethics Policy can be found at <http://www.ccc.edu/departments/Pages/Ethics-Training.aspx>. Contractors are required to read and return a signed "ACKNOWLEDGEMENT" form with all responses. (See Appendix II)

12. Cost/Fee Proposal (Cost Structure by Requirements)

- a. Your proposal must clearly identify and detail all pricing structures, cost or fees (i.e. licensing, professional/consulting services, on-going maintenance, etc.)
- b. Please indicate if CCC will be required to execute agreements and/or pay third party vendors.
- c. CCC would prefer to have the list of services as we have requested on the pricing sheet
- d. Please note: With respect to the requirements outlined in the scope of work section of this RFP, CCC will not pay nor reimburse any travel, hotel costs, parking, presentation reproduction costs, etc. to the awarded vendor.

13. Disclosure

The Proposer will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the District. The Proposer shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts. The Proposer will be required to disclose any lobbying activities if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any sister governmental agency, member of Congress, officer or employee of Congress, or employee of a member of Congress in connection with this contract.

14. Debarment

Proposers must disclose that neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation

in a contract or agreement with any federal, state, county or local department or agency. If the vendor is unable to certify to this statement, it must attach an explanation to this application.

15. Economic Disclosure Statement

Proposers must complete the attached Economic Disclosure Statement and Affidavit as referenced in the Appendices. The economic disclosure forms must be completed by the Prime contractor and all subcontractors in its entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. All firms must disclose owners and the percentage of ownership information (see Page 3 of 10). Failure to provide complete ownership information may cause your response to be deemed non-responsive. (See Appendix IV – 10 pages)

SECTION IV - INSURANCE REQUIREMENTS

A. Proposer's Insurance

The Proposer shall procure and maintain at all times, at Proposers own expense, until final acceptance of the Work covered by this Agreement, and if required to return during the warranty period, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by the Proposer or by subcontractors.

The kinds and amounts of insurance required are as follows:

1. Worker's Compensation and Occupational Disease Insurance

Workers Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a service under this contract. Employer's liability coverage with limits of not less than \$1,000,000 each accident or illness shall be included.

2. Commercial Liability Insurance (Primary and Umbrella)

Commercial Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. City Colleges of Chicago is to be named as an additional insured without recourse or right of contribution for any liability arising from this work.

3. Automobile Liability Insurance

When any motor vehicles are used in connection with work to be performed, the Contractor shall provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City Colleges of Chicago is to be named as an additional insured.

4. Fidelity, EPLI and Professional Liability (E&O)

Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than \$5,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on this Agreement. A Claims-Made Policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

5. Cyber Liability

A Cyber and Privacy Policy shall be maintained with limits of not less than \$5,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to District Trustees, Employees, Students, Administrators, Staff, Visitors and Guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

The Contractor will furnish City Colleges of Chicago original Certificates of Insurance evidencing the required coverage to be in force on the date of this contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have expiration or renewal date occurring during the term of this contract. The Contractor shall submit evidence of insurance prior to contract award. The failure of City Colleges of Chicago to obtain such evidence from Proposer before permitting Proposer to commence work shall not be deemed to be a waiver by City Colleges of Chicago, and the Proposer shall remain under continuing obligation to maintain the insurance coverage.

The insurance herein specified shall be carried until all work required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force may constitute a violation of the Agreement, and City Colleges of Chicago maintains the right to stop work until proper evidence of insurance is provided.

The insurance shall provide for 60 days prior written notice to be given to City Colleges of Chicago, Office of Administrative and Procurement Services in the event coverage is substantially changed, canceled, or non-renewed.

The Proposer shall require all subcontractors to carry the insurance required herein, or Proposer may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.

All deductibles on referenced insurance coverage shall be borne by Proposers.

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

The Proposer and each subcontractor agree that insurer shall waive their rights of subrogation against City Colleges of Chicago.

The Proposer expressly understands and agrees that any insurance maintained by City Colleges of Chicago shall apply in excess of and not contribute with insurance provided by the Proposer under the contract.

If the Proposer or its subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Proposer and each of its subcontractors, shall be responsible for the acquisition and cost of such additional protection.

City Colleges of Chicago maintains the rights to modify, delete, alter, or change these requirements.

Prior to the execution of this Agreement, Licensee shall furnish the Institution with original insurance certificates evidencing the required coverage. The above referenced coverage limits are at levels consistent with Illinois statutory requirements and are within reasonable levels to insure the

District's requirements, interests and operations. The Insurance Carriers underwriting said Policies shall reflect an AM Best Rating Guide of "A-", VIII or better. All insurance certificates shall name the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as additional insured on a primary, non-contributory basis. Institution's failure to obtain certificates or others insurance evidence from consultant shall not be deemed a waiver of this provision by the Institution. This Agreement, at Institution's sole discretion, may be terminated if Licensee fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires the Institution to receive sixty (60) days prior written notice before coverage is changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by Institution shall apply in excess of and not contribute with insurance provided by Licensee.

B. Nondiscrimination

A Proposer, in performing under this Agreement, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, sex, age or national origin, nor otherwise commit an unfair employment practice.

Proposer further agrees that this article will be incorporated by Proposer in all agreements entered with supplier of materials or services, Contractors and Subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88352, July 2, 1964, 78 Stat. 241 et sub; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 133 to 134 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 to the Journal of the Proceeding.

When requested to demonstrate compliance, the Proposer and Subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

SECTION V - GENERAL INSTRUCTIONS

A. Time for Receiving Proposals

Proposals must be received no later than 12:00 p.m. local Chicago time, on Tuesday, February 28, 2023, local Chicago time. Proposals received prior to the due date and time will be securely kept and unopened. Proposals submitted after the designated time and date will be returned unopened. Proposals are not publicly opened and once submitted become the property of the City Colleges of Chicago.

B. Preparatory Cost

All costs incurred in the preparation and presentation of the Proposals shall be borne by each Proposer.

C. Submission of Proposals

The City Colleges of Chicago at its discretion, may reject any or all the proposals, cancel and reissue this RFP, negotiate with any, all or none of the proposers, solicit best and final proposal from all or some of the proposers and award a contract to one or more of the proposers.

D. Contract Award

The successful proposer will be required to enter into a Professional Service Agreement with the Board of Trustees of Community College District No. 508, which incorporates as part of the agreement, this RFP and the proposer's response to the RFP. City Colleges of Chicago reserves the right to award to multiple vendors

E. Withdrawal of Proposals

Proposers may withdraw their proposals at any time prior to the time specified as the closing time for the receipt of proposals. However, no proposer shall withdraw or cancel his proposal for a period of one hundred-eighty (180) calendar days after said closing time for the receipt of proposals nor shall the successful proposer(s) withdraw, cancel, or modify its proposal after having been notified by the City Colleges of Chicago that said proposal has been accepted.

F. Addenda to this RFP

If the City Colleges of Chicago determines that this RFP should be modified before the date set for receipt of proposal, CCC will inform all prospect Proposers by distributing addendum. The addendum will be emailed, faxed, or mailed to each Proposer receiving this RFP. Proposer must acknowledge receipt of each addendum issued in the RFP Executive Summary Introduction Letter.

G. Conflicts

In the event of conflict between the Contractor's terms and conditions and those of City Colleges of Chicago, City Colleges of Chicago's terms and conditions will take precedence.

H. Indemnity

Notwithstanding any other terms and conditions, including any obligations regarding insurance coverage, Vendor agrees to defend, indemnify, save and hold harmless fully the Board of Trustees of Community College District No. 508, its colleges, satellite campus', officers, employees, agents, students, volunteers, and contractors against all claims, suits or judgments, costs, or expenses, including attorney's reasonable fees, (collectively ("Loss")) in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by Institution's negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order. The firm must acknowledge in their submission their willingness to indemnify City Colleges of Chicago.

The requirements listed below are mandatory for protecting the interests of the City Colleges of Chicago.

1. The successful Proposer shall indemnify and hold CCC harmless from all providers' performance or failure of performance under the resulting contract.
2. The successful Proposer shall keep CCC free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the provider.
3. The action of the successful Proposer with third parties is not binding upon CCC.

I. Termination

Termination for Convenience. This contract can be terminated upon ten (10) days written notice by City Colleges of Chicago on the grounds of Proposer's violation of any terms and conditions of the Contract, procedures or guidelines or inadequacy of Proposer's performance or if there is no further need for the requirements. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City Colleges of Chicago for payments to be made under this agreement, then the City Colleges of Chicago will notify the contractor of such occurrence and this agreement shall terminate on the earliest of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. No payments will be made or due to the

contractor under this contract beyond those amounts appropriated and budgeted by the City Colleges of Chicago to fund payment under this contract.

City Colleges of Chicago may terminate this Contract, or any portion of the Services to be performed under it, at any time for convenience by a notice in writing from CCC to the Proposer when the Contract may be deemed no longer in the best interest of CCC.

Termination for Default. Subject to Section 10(a) herein, this Agreement may also be terminated for default. Each of the following shall constitute an event of default by Consultant (“Default”).

- i. Any material misrepresentation, whether in the inducement or in the performance, made by the Consultant to the Institution; and
- ii. A breach of a representation or warranty contained in this Agreement; and
- iii. Insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors; and
- iv. Failure to comply with or perform any material provision of this Agreement; and
- v. Failure or refusal to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services; and
- vi. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Consultant or subconsultant.

If a court of competent jurisdiction rules that termination of this Agreement by the Institution for default of consultant was wrongful, then the termination shall be deemed to have been a termination for convenience.

- a. **Curable and Incurable Defaults.** Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless the Institution, in its sole and absolute discretion, extends the deadline. Such an extension, however, does not relieve the Consultant of liability for any damage the Institution may suffer. Consultant shall cure any default that is not time-sensitive within ten (10) calendar days after consultant is given notice of the default.
- b. **Remedies.** In addition to any other remedies contained herein, the Institution may invoke any or all the following remedies for a Default:
 - i. Complete the Services at Consultant’s expense, either directly or using contractors and subcontractors; or
 - ii. Receive a refund or withhold all or any portion of the Fee; or
 - iii. Demand specific performance, an injunction, or any other appropriate equitable remedy; or
 - iv. Terminate this Agreement.
- c. **Right to Offset.** All costs incurred by the Institution due to: (i) termination of this Agreement for default; or (ii) Consultant’s performance of the Services; or (iii) Institution’s exercise of any of the

remedies available herein, may be offset by: (i) any credits due to or overpayments made by the Institution; or (ii) any payments due to Consultant for Services completed. If such an amount offset is insufficient to cover those excess costs, Consultant shall be liable for and promptly remit to the Institution the balance upon written demand. This right to offset is in addition to and not a limitation on any other remedies available to the Institution.

No remedy hereunder is exclusive of any other remedy, but each remedy shall be cumulative and in addition to any other remedy at law, in equity or by statute existing now or hereafter. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver of any Default or acquiescence therein, and every such right and power may be exercised periodically and as often as may be deemed expedient. If the Institution considers it to be in the Institutions best interest, it may choose not to declare a default or terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the Institution and that if the Institution permits Consultant to continue providing Services despite one or more events of default, the Consultant is in no way relieved of any of its duties and obligations under the Agreement and the Institution does not waive or relinquish any of its rights.

Additional Provisions. The parties further agree the following provisions:

- a. **Cooperation with Successors.** If this Agreement expires or is terminated for any reason, Consultant shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Consultant must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.

J. Minimum Wage

Effective December 11, 2014, City Colleges of Chicago (CCC) adopted Mayoral Executive Order 2014-1 which provides for a fair and adequate Minimum Wage to be paid to employees of CCC contractors and subcontractors performing work on CCC contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at:

https://www.chicago.gov/content/dam/city/depts/dps/RulesRegulations/Notice_ExecutiveOrder%202014-1_%20Rates2021revised.pdf.

If this contract was advertised on or after December 11, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the Chief Procurement Officer. The Minimum Wage to be paid pursuant to the Order as of July 1, 2021, is \$14.75 per hour. The Minimum Wage must be paid to:

- All employees regularly perform work on CCC property or at a CCC jobsite.
- All employees whose regular work entails performing a service for CCC under a CCC contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractor's operations, does not directly relate to the services provided to CCC under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on CCC property or at a CCC jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section

6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to December 11, 2014, or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

K. Prevailing Wage

As required by the Illinois Revised Statutes, Chapter 48, Sections 39s-1 -39s-11, Prevailing Wage Act, as amended, requires that all wages paid to laborers, workers or mechanics performing work under this contract be in accordance with the general prevailing hourly rate of wages for persons engaged in the construction of public works in this locality as determined by the Department of Labor of the State of Illinois.

L. Contract Terms

Services will begin upon execution of a professional service agreement and the issuance of a Purchase Order, for a period of five (5) years with an option to renew for an additional two (2) one-year periods, subject to our Board's approval.

The Professional Services Agreement in Appendix V is provided for informational purposes only. Execution of the Professional Services Agreement is not required at the time the proposal is submitted. at the time of submitting a proposal, proposers must include a statement specifying if they are agreement to the proposed terms and conditions of the Professional Services Agreement or if it is proposing exceptions and/or additional contracts or agreements. In the event you disagree with the Professional Services Agreement provisions, submit any exceptions to the proposed Professional Services Agreement and include the rationale for taking the exception. If you are proposing an alternate language, please include language for consideration. The proposer must include with its proposal, any additional contract or agreements from the proposer or any third-party vendor, which requires execution by the District. The failure to include any exceptions to the Professional Services Agreement and any additional contracts or agreement may result in the district determining that the proposal is non-responsive.

M. Payment

The selected proposer will not be entitled to demand or receive payment under this Agreement until all the stipulations, provisions and conditions set forth in the Agreement have been complied with. Invoice(s) should be transmitted to the Accounts Payable Department via e-mail (preferred method) to accountpayableservices@ccc.edu or in duplicate hard copy to CCC, Accounts Payable Department, 3901 S. State Street, Chicago, IL 60609. CCC offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

Net 15 days or less- CCC utilizes an electronic payment method leveraging unique and secure cardless payment accounts which allow for placement of funds for approved payment transactions on a Visa Single Use Account ("SUA") administered through U.S. Bank via the Payment Plus program.

Net 45 days - CCC also utilizes Automatic Clearing House ("ACH") as a method to pay suppliers.

This requires completion of a form indicating Bank routing and account number information authorizing CCC to deposit funds into your Bank account.

Net 60 days – CCC will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.

N. Communication

All written inquiries regarding this RFP should be directed to Steve Nash, Sr. Contract Administrator at City Colleges of Chicago, Procurement Services, 3901 S. State Street, Room 102, Chicago, IL 60609 or via email, procurementservices@ccc.edu. Please include the RFP title, #SN2201 – IT Service Management (ITSM) System in the subject header.

Such requests must be submitted by Monday, February 6, 2023, no later than 12:00 p.m. CST.

Any interpretation of the proposed documents will be made only by an addendum issued by the Chief Procurement Officer. A copy of the addendum will be emailed and/or posted on the delivered to each person receiving a copy of the proposal prior to the proposal due date. Failure on the part of the prospective Proposer to receive a written interpretation prior to time of submittal will not be grounds for withdrawal of proposal. Oral explanation is not binding.

Proposers requiring additional information shall contact the Contract Administrator. Proposers who contact any City Colleges of Chicago personnel other than the Contract Administrator will be considered in violation of the procurement rules and may have any proposal response disqualified.

P. Transparency Website; Trade Secrets

Consistent with the CCC's practice of making available all information submitted in response to a public procurement, all proposals, any information, and documentation contained therein, any additional information or documentation submitted to CCC as part this RFP, and any information or documentation presented to CCC as part of negotiation of a contract or other agreement may be made publicly available through the CCC's Internet website.

However, Proposers may designate those portions of a Proposal which contain trade secrets or other proprietary data ("Data") which Proposer desires remain confidential.

To designate portions of a RFP as confidential, Proposer must:

- i. Mark the cover page as follows: "This proposal includes trade secrets or other proprietary data."
- ii. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP."
- iii. Provide a USB with a redacted copy of the entire proposal or submission in .pdf format for posting on the CCC's website. Proposer is responsible for properly and adequately redacting any Data which Proposer desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB with a redacted copy may result in the posting of an un-redacted copy.
- iv. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a bid as nonresponsive.

All Proposals submitted to CCC are subject to the Freedom of Information Act. CCC will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act, valid subpoena, or another legal requirement. Proposer agrees not to pursue any cause of action against CCC about disclosure of information.

Q. Information Security Requirements

These requirements should be followed by vendors and should be included in RFPs and contracts for systems that handle our store students or staff PII or sensitive PII <https://cccedu.sharepoint.com/sites/Cybersecurity/SitePages/SensitivePII.aspx> or other sensitive data:

- The solution must involve contemporary, future-proof, safe and secure encryption for data at rest, data in transit, and data in use.
- The solution must provide capability to provision users and restrict access for various tiers by roles and responsibility (authorization).
- The solution must be safe guarded against hacking attacks.
- The solution must be able to record an audit trail of changes made to the application configurations and to CCC data. The minimum criteria for audit logs should be date, time, user performing the change, and changes made.
- CCC will own all data loaded into the system, including log data relating to use of the system. Vendors may not use CCC data in any way other than to serve CCC.
- Advanced approval from CCC authorized contact must be obtained for any data usage not outlined in the agreement.
- Data must be kept secure and backed up using contemporary redundancy and backup standards.
- Disaster recovery solutions must be described, and any future technology or provider changes reported to CCC.
- Externally hosted solutions must provide annual SOC 2 type 2 or similar applicable security audit reports, annually and upon request.
- Each time CCC data is moved to a new production environment, any remaining CCC data on vendor's decommissioned partitions, snapshots and systems must be destroyed and purged no longer than 30 days after the upgrade.
- Upon contract termination the solution will make all CCC data (content, logs, etc.) available to CCC for download for up to 3 months.
- Upon contract termination, no longer than 30 days after data has been downloaded and its integrity verified by CCC, any remaining CCC data on vendor's systems must be permanently purged and destroyed by the vendor.
- Any and every outsourced functionality or service must be identified and reported to CCC, and the third party named by the primary vendor whenever it is engaged or when its engagement ends or changes.
- CCC must be informed of the scope and nature of any breaches that endanger functionality or expose any PII or other confidential or sensitive information.
- If an external system is sending email from a CCC email address, it must support DMARC message authentication (at minimum DKIM; ideally using both DKIM and SPF email authentication standards).
- System(s) must support SAML-based SSO (single sign-on) authentication used at CCC.

SECTION VI - EVALUATION CRITERIA

An Evaluation Committee, which will include CCC representatives, will review proposals in accordance with the evaluation criteria. The Committee will submit its recommendation to the Vice Chancellor/Chief Information Officer. The VC/CIO will review and make a recommendation to the Chancellor and the Board of Trustees. Responses to this RFP will be evaluated according to the following criteria:

1. Past experience with higher educational institutions or comparable organizations
2. Functional and technical requirements as outlined in the scope of services
3. Qualifications of firm and assigned team members
4. Cost/Fee Proposal
5. MBE/WBE compliance
6. Solution Implementation Approach (Program Management, Analysis, Design, Coding, Testing & Deployment)
7. Ongoing Maintenance and Support

This RFP does not commit City Colleges of Chicago to negotiate a contract, enter into an agreement nor obligate it to pay for any costs incurred in the preparation or submission of any proposal or in anticipation of a contract or agreement. City Colleges of Chicago reserves the right to reject all proposals, and to do business with any one or more of the firms responding to this RFP.

CCC reserves the right to seek clarification of information submitted in response to this RFP and/or to request additional information during the evaluation process. CCC may also request that any short-listed finalists conduct an oral presentation and/or demonstrations of their services and system.

SECTION VII - EXECUTIVE SUMMARY FORM

The undersigned hereby acknowledges having received a full set of the **Request for Proposal (RFP) #SN2201 – IT Service Management (ITSM) System** for the City Colleges of Chicago.

Company's Name: _____

Type of Company: Corporation () Partnership () Sole Proprietor ()

Name of principals/owners of Company: _____

Name of Parent Company, if any: _____

- I. I do solemnly declare and affirm under penalty of perjury that the contents of the forgoing documents are true and correct, and that I am authorized, on behalf of the firm, to commit to this proposal.

_____	_____
Name of Preparer (print)	Title

_____	_____
Preparer's Signature	Date

_____	_____
Attesting Signature (required for corporations)	Title

Business Address

_____	_____	_____
City	State	Zip Code

Federal Employee Identification Number (FEIN)

Contact Person's Name and Title

_____	_____
Telephone Number	Fax Number

Email Address

Note: Summary Sheet must be completed, or Proposal may be deemed non-responsive. Rubber-stamped or typed signatures will disqualify your proposal.

SECTION VIII – FEE/COST PROPOSAL

Having carefully examined the scope of services, requirements, and conditions affecting this Request for Proposal, the Proposer shall provide a Fee/Cost Proposal in which the Proposer will perform the services requested. Your proposal must identify and detail all other pricing structures, cost, or fees (i.e., licensing, professional/consulting services, on-going maintenance, etc.)

Service	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Annual Subscription fee (SaaS)						
10 admin. users						\$
180 read/write users						\$
Implementation service: SaaS (year 1) include and not limited to the following: System Configuration, Data Migration, Systems Integration & Reports as mentioned in this RFP						\$
Training (year 1)						
Train the trainer (15 trainees)						\$
One-site training						\$
Remote training						\$
Self-guided training						\$
User support						\$
Others (Training on Reports and Systems Integration)						\$
Miscellaneous Costs (Ongoing Operational Costs etc.)						\$
Total cost of ownership (SaaS)						\$

Company's Name: _____

Preparer's Name (print) _____ Title _____

Preparer's Signature _____ Date _____

Telephone Number _____ Email Address _____

ATTACHMENT A

**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
D/B/A CITY COLLEGES OF CHICAGO (CCC)**

LETTER OF INTENT TO SUBMIT A PROPOSAL

**REQUEST FOR PROPOSALS (RFP) #SN2201
IT SERVICE MANAGEMENT (ITSM) SYSTEM
CITY COLLEGES OF CHICAGO**

I, _____, the undersigned being a duly authorized official of
_____ hereby acknowledges receipt of the above referenced
RFP offering and certifying the intent of this firm to submit a Proposal in response to the Request.

**PLEASE EXECUTE AND SUBMIT THIS FORM VIA EMAIL, procurementservices@ccc.edu TO THE ATTENTION OF
STEVE NASH, SR. CONTRACT ADMINISTRATOR BY TUESDAY, FEBRUARY 21, 2023 NO LATER THAN 12:00 P.M.**

FIRM'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

PRINCIPAL CONTACT: _____

TITLE: _____

SIGNATURE: _____ DATE: _____

DIRECT PHONE: _____ FAX: _____

EMAIL: _____ WEBSITE: _____

ATTACHMENT B**REFERENCES**

Proposers, please provide at least three (3) references (non-CCC references), one per firm, for whom you have provided services to as requested in this RFP. Please complete the City Colleges of Chicago Reference Questionnaire, Page 1, for each of your references and return the forms with your proposal. CCC will provide questions for your references. (Please make additional copies as needed.)

CITY COLLEGES[®] OF CHICAGO

CITY COLLEES OF CHICAGO REFERENCE QUESTIONNAIRE

The contractor listed below has named you as a reference on a project completed within the past three years and/or is currently in progress. The work performed, as indicated by the contractor, is described below. Please revise any incorrect data, and/or include any additional relevant information.

Your timely completion of the questions on the next page(s) will assist CCC in determining the responsibility of this contractor. Your response will be "on the record" and available for the contractor's review. The individual completing this questionnaire may be contacted to confirm their participation. Thank you for your assistance.

Upon completion, please return this page to Steve Nash, Sr. Contract Administrator, via email to procurementservices@ccc.edu. Please contact the Contract Administrator at 312-553-2590 with any questions.

To Be Completed by Proposer

Reference Company Name: _____

Reference Contact: _____

Reference Fax: _____

Reference Phone: _____

Reference E-mail: _____

Proposer's Name: _____

Proposer, please provide a brief but detailed explanation of the project/services that you have provided to this reference:

Contract Amount: _____

Project Completion Date: _____

ATTACHMENT C – SUPPLEMENTAL TO SECTION II

INTENT & SCOPE

CCC sees an opportunity to reinvent its IT support and services delivery to approximately 80,000 students and 6000 faculty employees using modern technology approaches. Specifically, the Information, Technology, and Consulting (ITC) team is looking at an ITIL standard based ITSM solution and a virtual assistant to instantly answer support requests in a human-like manner on their channel of choice or web portal. The entire user and help desk community of CCC can be summarized below:

- 80,000 Active Students
- 6000 Faculty & Employees
- 140 IT Staff (Fulfillers)
- 30 Approvers
- Level 1, 2,3 and 4(Leadership) levels
- ~200 Knowledge Articles
- 200,000 outbound Emails per year
- 13 locations (7 colleges, 5 satellite locations & District office)
- ~6000 tickets/month and double that load in peak months

The main idea behind ITSM is the delivery of IT as a service. This goes beyond traditional IT support. Instead, ITSM is more inclusive. It describes the processes and tools IT teams use to manage IT services, end to end, and covers all information technologies within an organization.

- Modern ITSM practices evolved from traditional IT and focus more on prevention rather than putting out fires after an issue escalates, as witnessed in the break-fix ideologies of previous years.
- The conversations among management have shifted from having IT service catalogs to self-service models.
- IT service management -- often referred to as ITSM -- is simply how IT teams manage the end-to-end delivery of IT services to customers.
- ITSM software manages the workflow of service delivery and can enable communication between customers and providers. This category includes process orchestration, help desk and service desk tools.
- Service Management is a customer-focused approach to delivering information technology. Service Management provides a framework to structure IT-related activities and the interactions of IT technical personnel with customers and clients

The goal from an IT Service Management perspective is the delivery of quality and reliable end-to-end IT services using best practice frameworks for IT service delivery and support, so the right processes, people, tools, and technology are in place to support CCC. The project will procure and implement and configure a solution that utilizes the ITIL ITSM framework.

Benefits of ITSM

ITSM is the bridge that connects IT professionals and CCC end users who need IT services.

Benefits for business

- Increased agility
- Quickly adapt to changes and innovation.
- Reduced costs - Easily visualize workflows, leading to improved efficiency and cost savings.
- Fewer IT problems and improved response
- Decrease IT problems and respond to incidents quickly, reducing the associated cost and disruption.
- Easy compliance, Ensure compliance with regulatory requirements.
- Better service, Improve satisfaction rates for end users.

Benefits for IT

- Improved productivity aligned goals backed by reliable services ensure that more gets done with fewer problems.
- Better process scaling Processes are more efficient, allowing organizations to handle more IT development without reducing quality.
- Faster incident detection and response - identifying incidents and responding quickly before they can become an issue.

Process workflow

Automated process workflow improves collaboration and eliminates many manual tasks. ITSM reduces and streamlines many employee tasks, giving them more time to focus on strategy and customers.

Save time and money

ITSM identifies and eliminates recurring problems and promotes faster issue resolution. This reduces costs, both in terms of time and money investments.

Reduce downtime

- Faster IT response and improved availability management means that your resources will always be working to improve your business.
- Prevent issues before they occur
- Create effective, customized responses to specific IT issues.

Insightful reports

- Reporting automation makes the reporting process more cost effective and accurate.
- Service-based incident management

- ITSM allows you to identify potential issues and respond to them before they can cause serious problems. Increasing incident visibility and response

ITSM Process Efficiencies

Technology is an integral part of IT processes, but it should not necessarily be the primary focus. ITSM is more encompassing, expanding to include business objectives in addition to traditional IT objectives. As a result, IT service management improves efficiency across the board.

Product Scope

Service Management Functions like the Service Desk, Technical Management, and IT Operations. All of these are essential, but here are the minimum requirements (**in bold font**):

- **Incident Management**
- **Problem Management**
- **Change Management**
- **Service Asset and Configuration Management**
- Release Management
- **Knowledge Management**
- Request Fulfillment

These minimal required Service Management functions are elaborated as below:

- **Incident management**
 - Manage and track incidents (a disruption to normal operations), as well as service requests for new services, software, or hardware. ITSM incident-management handles the entire incident-management process to restore service to customers as quickly as possible.
- **Problem management**
 - Streamline incident investigations, from detection to eradication, through the ITIL subprocesses of problem control, error control, and proactive problem analysis. Problem-management processes remove defects from the IT infrastructure, eliminate recurring incidents, and stabilize the environment.
- **Change and release management**
 - ITSM tracks scheduled and planned infrastructure changes, including process management and planning capabilities. Change implementation is quicker and more consistent, with risks and errors minimized. This application includes a built-in approval process for change and release management. The change module is completely integrated with incident, problem, and service-level management applications.
- **Service-level management**
 - Track service-level commitments with customers and from vendors, so management can pinpoint weaknesses and take corrective action.

- **Request management**
 - Manage and follow up on service requests, including requests to reset passwords, install new workstations, update personal data, or access information. Request management helps ensure that important requests are always moving forward.
- **Configuration management**
 - Track all configuration items in your IT system. Identify, verify, and maintain critical configuration information for hardware, software, personnel, and documentation. Configuration management gives your IT teams a reliable repository for IT component information and establishes clear relationships between IT infrastructure components and services.
- **Knowledge Management**
 - Knowledge Management (KM) enables the sharing of information in knowledge bases. These knowledge bases contain articles that provide users with information such as self-help, troubleshooting, and task resolution. KM will be integrated with CCC's AI Chatbot and Self-service strategy

CCC New ITSM Operating Model

Overall ITSM Operating model is to make the Centralized Help Desk System work in a coherent fashion for all college locations and their agents and the centralized help desk, accessed by distributed agents following a well-defined and structured process. This should avoid manual operations and inefficient operations from mis-categorizations or mis-routed tickets. In addition, this should also promote Self-Service and Auto-handling of the tickets wherever possible with customer interaction and navigation for superior customer experience

The Service Value Chain

The service value chain is ITIL's new six-step model for creating value through the implementation of IT services. The input for the service value chain is a new demand for a service or an identified opportunity to create value through implementing a new service. The goal of the service value chain is to create value for the organization through a six-step process that includes:

- **Planning** - To identify a strategic direction of improvement for the IT organization
- **Engagement** - To capture the needs of stakeholders and maintain positive stakeholder relations
- **Design and Transition** - To create products and services that meet stakeholder expectations for quality, cost, and timeliness
- **Procurement/Building** - To ensure that customers of the IT organization can access essential service components when required, according to the agreed specifications
- **Deliver and Support** - To launch and support IT services that meet the organization's strategic needs and the expectations of customers
- **Improve** - To facilitate ongoing improvement of all IT-related products and services, all activities in the value chain and the four dimensions of service management

Benefits of ITIL Adoption

The ITIL framework provides guidance for enhancing the delivery and support of IT services and driving value creation through the activities and behaviors of the IT organization and the provision of services that IT customers want. Below are three of the most important benefits associated with ITIL adoption.

- **Providing Better Services** IT organizations can leverage their adoption of ITIL guidance and practices to help provide better services to the business. Processes for aligning IT strategy with the needs and goals of the business, along with ITIL 4's emphasis on value creation helps to ensure that the IT organization is effectively capturing user needs, evaluating opportunities, and assessing the demand for new services. The service value chain provides a framework for effectively and systematically engaging with these inputs and providing value for the organization through the creation of services that the business wants.
- **Providing Better Support** Many IT organizations choose to enhance their support capabilities with ITIL as a response to recent growth. ITIL helps IT organizations increase the effectiveness of existing Incident Management and Problem Management processes including resolving IT incidents more effectively. IT organizations can also enhance their support capabilities by implementing a Configuration Management process to enhance oversight and control of IT infrastructure. When successfully implemented, ITIL's best practice framework supports the business by resolving IT issues more quickly and preventing or limiting unplanned business downtime.
- **Enabling Business Change** One of our favorite things about ITIL is that it promotes and enables business change by providing guidance for service management. Change becomes a constant force for good as organizations further systematize their ITSM processes and management through progressive ITIL adoption. Processes for change management and evaluation help to ensure that organizations can grow and develop their IT infrastructure and services without disrupting the business, and the top-down emphasis on continual service improvement (CSI) offered by ITIL 4 acts as a constant driver of positive change across all elements of the IT organization.
- **Continual Improvement** Continual improvement is heavily emphasized in ITIL 4. The concept of continual improvement appears as the fourth element of the service value system, the final step in the service value chain and as an ITIL practice under "general management practices". In ITIL 4, the continual improvement process is liberally applied to every component of ITSM processes, activities, and strategy - not just to IT services.

Project Scope

The initial project scope of this RFP is limited to the following foundational areas:

- **Incident Management**
- **Problem Management**
- **Change Management**
- **Service Asset and Configuration Management**
- **Knowledge Management**

Incident Management

In ITIL, the term "incident" is used to describe an unplanned interruption or reduction in the quality of an IT service, which can be tremendously costly for large organizations. The primary objective of the Incident Management process is to return the service to users as quickly as possible when interruptions occur.

Along with basic request fulfillment, Incident Management is one of the most important processes that IT organizations manage each day. While the request fulfillment process is used to address standard user requests

like changing a password, Incident Management addresses genuine service outages with the goal of resolving the outage and returning service to users as quickly as possible.

In the five-stage service lifecycle model used in ITIL, Incident Management falls under "Service Operation." This is the fourth stage of the service lifecycle and the one where a service is already in operation by the organization. The process helps ensure that an organization can extract the maximum value from the services and applications that it supports by working to ensure performance, availability, and user access to the service.

Incident Management Process and Workflows

Currently, CCC receives and processes ~6000 monthly Incident tickets from any of the 80,000 students, 6000 faculty and employees from 13 locations. In peak load months, these ticket volumes double in number.

Incident Management is the process that all IT organizations follow to manage the lifecycle of incidents that are reported. That process consists of several steps, often known as sub-processes, that must all be carried out to ensure that incidents are resolved and documented. Below, we describe each of the sub-processes and what they achieve for the organization

The goal of Incident Management support is to provide and maintain the tools, processes, skills, and rules needed for effective and efficient handling of incidents. This process helps to ensure that service desk agents or technicians have adequate education and training to respond to and resolve incidents that occur within the IT organization. This process also maintains the rules and workflows for processing and resolving incidents, ensuring that technicians always know what the next step is to ensure an incident is resolved.

- **Customer Experience Management** - Incident Management tickets are usually submitted through the organization's service desk, which acts as a single point of contact for IT resources within the organization. The service desk team can also use this communication portal to proactively inform users about known issues and service outages within the organization. This sub-process helps to distribute information throughout the organization and cut down on the number of requests and inquiries at the service desk by providing up-to-date information about service outages within the organization.
- **Intelligent Workflow Management:** The objective of this sub-process is to record and prioritize incident reports with the appropriate diligence to facilitate a swift and effective resolution. Organizations often have limited resources for resolving incidents and other IT issues, and the effective prioritization of inbound incident reports is a crucial step in ensuring that labor is allocated appropriately towards the highest-priority incidents. IT organizations need to be proficient at determining the scope and severity of a reported incident and prioritizing it accordingly. Incident logging and categorizations are often automated such as when an IT operations monitoring solution creates an incident due to a performance or availability event occurring.
- **Incident Management Reporting** - This sub-process works to capture information from the Incident Management process and supply it to the other Service Management processes, ensuring that the organization has an opportunity to improve its performance based on data from past incidents.

Customer Experience Management

Currently, CCC end-users which include Students and Employees use email, legacy system (WASP), telephone calls and walk-ins to log in their requests. This ad-hoc process has several challenges and issues significantly affecting the productivity of the overall helpdesk in relation to productivity, manual operations, and timeliness

End-users (both Students and Faculty) should have superior customer experience in interacting and using this ITSM system for any of their IT needs. Specifically, the students and faculty at each of the colleges and locations should have access to enter the tickets either by a single-door web-based portal or telephone or email or walk to the local location.

They should get the same superior experience irrespective of whichever channel they use to file a ticket. In each of the above channels, they should get a simplistic experience that entices them to use the system.

User Accessibility

- Currently the end-users from many locations either do not have access to the ITSM system directly or use email to log their tickets or walk-in to their local help desks. The new system should allow the users to easily access the new ITSM system either through the centralized single door help desk portal or send an Email or call/ the helpdesk via Telephone or walk-in to the local helpdesk and should get quick and easy access.
- Furthermore, each of these access modes should be simple, give the same experience and automate the initial ticket creation process as much as they can. This will allow CCC to send most of the tickets systemically thereby monitoring and controlling the overall volume flow.

Self-Service Opportunities

- The new system should promote the Self-Service option as the #1 option for all end-users accessing through all channels. The new system should provide quick and easy access to knowledge management articles for both internal and external users. In addition, the new system should allow for multi-Channel management (see below) and Chatbot integrations to take an active approach to promote self-service. Directing users for self-service saves considerable time for the agents and improves the overall efficiency of the system.
- Self-Service redirections should not be passive (the user may be lost by just a link to a knowledge article) and appeal to end-users with simple and interactive procedures (a link to an article with click-thru interactions with the user) to navigate the customer to solution.

Single Door Web Portal

- The new system should have a Single Door Web Portal to be accessed by internal and external customers. This portal should be accessible by any of the end-user channels including desktop URL, pre-built systemic email, Telephone call queue or Chatbot. This portal should be the single stop shop for all ITSM tickets. This portal should also show flashing messages for known or planned outages to prevent users entering tickets. This portal should be accessible to the users, present organized information to the users, capture detailed and complete information from the user. This portal should be simple and intuitive to navigate through and should be the single most important way that customers access their ITSM tickets.
- The new system should encourage the end users to enter their ticket(s) directly on the single door web portal and discourage others from entering the ticket on the end-user's behalf. The system should capture as much of the end-user information as possible to reach back to the end-user
- The new system should discourage all the channels (phone, email, and then leadership tickets) other than the single door web portal to directly enter the tickets; the new system should enforce the discouragement by limiting all other channels through which the end-user indirectly enters (E.g.: call an

agent and ask to enter the ticket for them) the ticket information. The requirements below for other channels are written to systemically capture (not the end-user calling an agent and asking to open a ticket route) the tickets into the single door web portal.

- Currently, in the phone channel, the details of the ticket or specificity (E.g.: Is it a problem with mobile not functioning or an app on the mobile trying to access a type of ticket flow not functioning) is not clearly mentioned. The new system should capture enough details at the single door web portal entry, in assigning categories and products/sub-categories to the ticket, and accordingly asking the user to enter detailed information (error messages or screenshots) on the ticketing system.
- The new system should have the ability for quick ticket creation when an agent is on the phone and must create a ticket based on basic information given by the end-user. This is keeping in view that the call-based tickets (using mytel system) cannot be integrated with the ITSM system. Such direct integration is not covered in this phase.

Single Sign-On (SSO)

- End-users should be able to access the new system through a seamless sign-on process without having to enter their login and password to access the single-door web portal. The new system should integrate well with CCC's current systems and seamlessly carry out the end-users Identity and Access Management credentials without any disruptions. This will not only save time to the user but also enhances the customer experience and entices them to use the system frequently.
- The new system should require MFA for all IT agents assisting with the tickets. This should be already tied into Azure MFA but if any IT agents try to access the ITSM system directly they should go through the MFA.

User Friendly Layout

- Currently the end-users from many locations either do not have access to the ITSM system directly or use email to log their tickets and in cases where they have access to the system find the current system complex to enter their tickets. The end-users do not find the current system User Interface (UI) easy to use or intuitive enough to use and thereby resort to emailing the agents directly and other ad hoc processes hogging the system in further handling the request. To avoid this ad hoc process, the new system should follow standard user-friendly designs in the layout and placement of buttons, the number of buttons the users must click and the time the users must move their eyeballs to get what they want.
- The new system should arrange the categories and sub-categories not as a drop-down list but as suggestions with frequently entered sub-categories or products so that the user does not feel cumbersome in going through a long list of sub-categories.

Simplicity

- Currently many users find the system complex and cumbersome to access with many pages to navigate through right from the URL where they login, and many fields to fill to log their tickets. The new system should have a single door portal website that is simple with the least number of webpages, steps, and click-throughs that the user must follow through to log his request. This simplicity should not forgo the complete collection of information from the user needed to solve the request by a helpdesk agent.

Organization of Ticket Type Info & Hierarchy

- The new system should organize the tickets into categories, sub-categories, and products. The superset types of tickets and the information needed to capture any of these tickets should be pre-organized in a waterfall model so that on the front end the user should be able to log their tickets and the agents on the back end should be able to get enough information to solution or fulfil the tickets.
- This organization and presentation of information relating to tickets and its presentation to the end-user should be simple (2-5 drop down boxes in a waterfall, selection of an option in the first drop down determines the options in the next drop down) so the use need to selection very few options to log his ticket. In cases where there are too many sub-categories, the system should suggest the sub-categories, avoiding long lists which the user may find cumbersome. The new system should allow for special queue categories and products (E.g.: “Innovation Lab”)
- The organization and hierarchy mentioned above should also allow for the users to preselect one of the options thereby allowing CCC to automate the processing or assign to an agent who can efficiently work the tickets
- The new system should handle special types of tickets -- urgent tickets (from classrooms) and leadership tickets under a special category giving urgency and importance.
- The categories and sub-categories should also include relevant ITSM items from the PeopleSoft team including Security, Reporting, Portal, and other business tickets that involve ITSM tickets (E.g., BI).
- The new system should not only enforce and ensure that the user selects the proper category but should also adjust or properly-categorize any mis-categorized tickets based on the description and other specificity of the detail entered.
- The new system should allow for “Opt-Out” to allow the end-users to select the scenario of “Do not call me” from the ITSM system. This should remove the end-user info like phone number or email or both from the system so that the call center team or other teams should not call the end-user.

Capturing Specificity & Details

- Currently, many agents cannot process the tickets fast as the level of detail and specificity of the information provided by the users is not detailed enough. In some cases, the actual error messages, or roadblocks that the users have faced are not detailed enough in the ticket that is filed. The new system should be interactive enough so that the user can send details and specific errors (via screenshots or attachments) to the agent through the single door web portal.
- Currently, in some cases, the end-user speaks foreign languages (Spanish, Polish, or Arabic) and do not speak English. The new system should capture the language of preference for the end-user so that the ticket could be directed to the agents having proficiency in the selected foreign language. For now, the languages are limited to Spanish, Polish and Arabic. In addition, please see the section where language translation capability is mentioned below.
- Currently, in some cases, the end-user enters the ticket and then his account is disabled, and the is unable to access his email any further. In those cases, currently, the user is not able to see any emails that the agents are sending. The new system should capture the user's personal email (like Gmail or yahoo mail) and so that this could be used to contact the user. In addition, the customers preferred phone number also should be captured.

- The new system should also ensure capturing the end-user's current college campus, location (room#), and secondary information (personal email and mobile, mentioned above) from the front-end single page web portal.

Capturing Complete Information

- Currently, partial information or not enough information provided is one of the causes impeding the performance of the agents. The agents must call back the user to get enough information to fill the tickets causing delays and inefficiencies. The new system should alleviate this by capturing enough or complete information upfront from the user avoiding multiple callbacks.
- In addition, the user friendliness, simplicity, and organization aspects mentioned above should not compromise the collection of complete information needed to fulfill the ticket.
- A free form description field also to be provided to the end-user where the user could fill in details of his ticket through his own language and write-up.

Intelligent Chatbot Channel

- The new system should have an Intelligent chatbot to handle the requests from the user in natural language, respond to the user intelligently in natural language, direct the user and intelligently navigate the user to any pre-built knowledge management articles, engage the user as he/she goes the article and solve the end-users' problems, at least for the basic triage fixes.
- The chatbot should also execute any pre-built workflows based on the user requests to solve the problem.
- The chatbot should also allow for multi-channel engagement and take control of a webform submitted request to pre-empt and route the tickets to self-service.

Multi-Channel Interactions

- The new system should interact with the customer through multiple channels and should also allow the agent to interact with the customer through multiple channels (use Chatbot but leave a phone number to call or use the ticket portal and chatbot can respond to navigate the user to Self-Service)
- The new system should handle the end-user requests and interactions from the beginning (when they are onboard, and their systems not yet fully set up) to the end (when they are off-board, and their assets need to be retired). In cases where the end-user's email is disabled or not set-up or not available, his secondary email or phone number (captured above) should be used.
- The new system should allow for "Call Back" capability where the end-user leaves a call-back number to be called back when his request is ready for fulfillment.

Omni-Channel Experience:

- The new system should give the End-users the same unique and fast experience irrespective of the channel they use (Web Portal, Email or Telephone or Walk-in Helpdesk) they access to log their IT tickets.
- This Omni Channel experience will significantly improve the customer experience and will entice the users to access the system from any of these channels.

- The User Experience from each of the above channels should be the same for any user independent of the browsers, browser versions, email clients, mobile phones, mobile phone operating systems, telephones

Language Translation

- Currently, a significant number of the end-users are foreign language speakers. The new system should have the capability to interact with the end-user in Spanish, Polish and Arabic in addition to English. Depending on the channel (email or phone or chatbot) that is systemically integrated with the single door web portal, the new system should translate the content or response in written or spoken format in these 3 languages, as selected by the user.

Non-IT Tickets

- Currently, some agents at the colleges receive non-IT related calls or tickets (E.g.: Admissions or Financial aid related) that need to be redirected to the current department. Currently, the agents spend a significant time figuring out to which department and to what number the calls must be redirected.
- **Prevention of Non-IT Calls and Tickets:** The new system should prevent any non-IT calls to the ITSM agents. This should be handled at both call-center level and at ITSM system level.
- **Redirection of Non-IT Calls and Tickets:** In addition, for those non-IT calls that reach the helpdesk agents, there should be a systemic way to re-direct the calls to the appropriate department. The system should have the capability to pre-build the list of departments to whom calls could be redirected to their phone numbers.
- **Knowledge Articles with Redirection:** In addition, Information related to these non-IT tickets and their related departments should also be available to the agents in the Knowledge Management articles. Overall, the agents should have a standardized process to redirect non-IT calls and tickets.
- The non-IT ticket redirection from the ITSM help desk system should be integrated with the workflow CRM (Customer Relationship Management) system(s) focused on end-end service management in both directions – The forward integration needed to transfer a call or ticket to the appropriate department (say Admissions or Financial Aid) and the workflow CRM (Customer Relationship Management) system should not only pick up the tickets into their queue but also give feedback (E.g.: Automated Email notifications) to the original agent with backward integration.

Intake of System Events & Triggers (E.g.: System Down) from a Mailbox

- Currently, the Infrastructure teams receive multiple-incident tickets from a mailbox which receives multiple emails whenever a system is down or is facing adverse conditions. The new system should capture the events (basic) from the systems directly or from the mailbox and based on the content and frequency (within a short span of time, if alerts come from the same system they should not be duplicated), correlate and de-dupe the alerts and create unique incident tickets that should also flow down to a problem creation.
- The new system should also read alerts from various monitoring systems used by the infrastructure teams (E.g.: WhatsupGold, ISE) and create unique incidents related to network or storage or other infrastructure assets. The new system should also alert all agents in a timely manner about a system or

systems being down based on a set of system alerts so that the agents are aware of the adverse situation.

- The new system should have the ability to capture and inform or alert agents events of high criticality as deemed by the infrastructure team -- authentication of test account failure, pool utilizations at dangerously high level, computing resources overloaded and storage resources at or near to peak limits. The new system should have at least the basic version of this as Mandatory and an intermediate (if not advanced) as a desired option.

Customer Experience (CX) Management Requirements			
REQ#	DESCRIPTION	CRITICALITY	CATEGORY
CX-1	Users should have easy access to searchable knowledge management articles to encourage the Self-Service processes	Mandatory	Self-Service
CX-2	<u>Desktop</u> based access to Centralized ITSM system from all colleges & satellite locations by all active students and employees.	Mandatory	Single Door Portal Access
CX-3	<u>Email</u> based access to Centralized ITSM system from all colleges & satellite locations by all active students and employees. (E.g.: ITservicDesk@ccc.edu)	Mandatory	Single Door Portal Access
CX-4	<u>Intelligent Chatbot</u> based access to Centralized ITSM system from all colleges & satellite locations by all active students and employees.	Mandatory	Single Door Portal Access
CX-5	<u>Telephone/IVR</u> Call Que based access to Centralized ITSM system from all colleges & satellite locations by all active students and employees.	Mandatory	Single Door Portal Access
CX-6	<u>Mobile</u> based access to Centralized ITSM system from all colleges & satellite locations by all active students and employees.	Desired	Single Door Portal Access
CX-7	Single Door Portal should display <u>flashing messages</u> of known or planned outages to avoid user(s) logging tickets (at the very top or bottom)	Mandatory	Single Door Portal Flashing Message
CX-8	Single Door Portal should be accessible by Single Sign on – Integrating with current Identity & Access Mgmt. (no new login/passwd needed), access should be seamless	Mandatory	Single Door Portal Single Sign-on (SSO)
CX-9	Single Door Portal Form Layout design should be easy, intuitive and confirm to latest design thinking standards	Mandatory	Single Door Portal Form Layout – UI Design Thinking Standards
CX-10	Single Door Portal Form design should be simple enough for the users to minimize click-throughs or	Mandatory	Single Door Portal Form – Simple Navigation

	the number of form-fields time to get what they want		
CX-11	Single door portal should organize ticket types and hierarchy for – Superset of Tickets & Hierarchy of tickets	Mandatory	Single Door Portal Form – Organization of Ticket Types
CX-12	Single Door portal should capture accurate information from the End-users with details and completeness needed to address the ticket	Mandatory	Single Door Portal Form – Specificity & Completeness of Info Capture
CX-13	Single Door portal should have an Intelligent chatbot attached – for Self-Service, Automated Workflow execution, Multi-Channel Engagement	Mandatory	Single Door Portal – Intelligent Chatbot CX functionality
CX-14	Single Door portal should have Multi-Channel Engagement (Chatbot taking in Phone number for agent to call; Chatbot taking control of a ticket just entered;	Nice to Have	Multi-Channel Engagement
CX-15	Language translation to Spanish, Polish and Arabic languages in spoken and written format of required content or response, as selected by the user.	Mandatory	Single Door Portal Form – language translation

Intelligent Chatbot (scope limited to end-end ITSM ticket life cycle only)

Intelligent Chatbots bring several benefits to CCC. Chatbot does not make the student or visitor wait. Provides immediate answers to their inquiries. Chatbots solve repetitive customer queries, freeing up support staff to handle more complex queries and provide better service to the students. Therefore, chatbots help raise productivity for agents instead of replacing them.

Intelligent Chatbot scans the user’s question. Combine the question with whatever other information is available (Integration with other systems such as CRM (Customer Relationship Management), IT helpdesk or ERP may be required) Identify what user is trying to accomplish (The intents of a student might include “enroll in classes,” “reset my password,” “help me with financial aid,” or “apply for college.”)

CCC can provide services to its students 24/7. If Chatbot is unable to answer a student’s question, it can save the student’s query and information and forward it to a live agent.

Chatbot speeds up the student communication process, attracting the attention of the fast-paced and digital-savvy generation. Chatbot can increase student or visitor engagement by providing personalized interactions and credible information. AI powered Chatbot can catch customer attention through historical interactions and push appropriate notifications to the right students or visitors at the right time. Chatbot provides a wonderful opportunity to shape the image of CCC brand through the possibility of reaching a wide group of potential students.

Seamless User Experience

- The intelligent chatbot should give seamless experience to both the Users on the front end and the agents on the back end to receive, process and respond to the incident tickets. The chatbot should leverage any systemically available information about the user and automatically identify the user's Identity by integrating with the Single Door Portal Single Sign on mechanism for both internal and external customers.

Integration with the Single Door Portal

- The chatbot should integrate easily with the overall ITSM system both on the front-end Single Door Portal and on the backend too with the agent and repository or database for storing all historical conversations.

Conversational

- The chatbot should converse with the user with Natural Language processing (NLP) and Natural Language Understanding (NLU) capabilities allowing for the user to enter a variety of conversations.
- As part of being conversational, the chatbot should converse with the end-user (bi-directional and multiple levels), read the email in NLP, understand the content, and assign a ticket in proper category, sub-category, and product.
- The chatbot should have the ability to read from the central mailboxes of all the colleges and open, categorize and assign tickets in the ITSM system to the specific college or central helpdesk following the intelligent workflow management mentioned below. The chatbot should not create new tickets for bounced emails.
- Chatbot automation: The new system based on front end user interaction and behavior should detect and determine if the end-user need to be validated first, should send a link in the chat window or an email notification or a pop-up to force the end-user to authenticate with an “Have you reset your password” alert or notification or link in chat where appropriate with a passwd reset link to the portal

Intelligent Responses

- The chatbot should provide intelligent responses to the user specific to the user request without any canned responses. The chatbot should be powered by ML/AI capabilities that allows for mining the historical data and predict the intent and responses relevant to the user's request. It should allow for improved prediction capabilities with intelligence provided by the agents and other subject matter experts.
- The intelligent chatbot should not sway away from the main substantive issue of the ticket and it should interact with the user to narrow down and address the issue with a high level of accuracy.

Self-Service Redirection & Directing User Navigation

- The chatbot should have the capability to redirect known requests to pre-built knowledge management articles and blocks and engage the user in directing and navigating through the resolution process.

Pre-Built Workflow Execution

- The intelligent chatbot should allow for pre-building workflows for automating certain tasks or procedures or process steps with minimal or no-coding or development or configuration effort. These pre-built workflows should also be easily configurable and changeable as part of the continuous improvement process.

Built-In Integrations to Back-End

- The chatbot should integrate well with the new ITSM system, current systems landscape and the chosen central repository or database to store the end-end life cycle of the ITSM tickets. The chatbot should also integrate with the email system for automatic email notifications.

Multi-Channel User Engagement

- The intelligent chatbot should access the data and sync with other channels (Single Door Portal, Email and Phone Call Queue) and engage with the customer through multiple channels using the same user information.

Reports & Dashboards

- The chatbot should have basic pre-built dashboards to monitor its performance both from management reporting and operational reporting purposes. It should also allow for any ad hoc reports to be built with minimal or no coding needed.

Intelligent Chatbot (ICB) Requirements			
REQ#	DESCRIPTION	CRITICALITY	COMMENTS
CB-1	Chatbot should seamlessly integrate with the ITSM system on a Single Sign on (SSO) with internal and external users	Mandatory	Seamless Access & SSO
CB-2	Natural Language Processing (NLP) ability to interact with Users	Mandatory	Conversational
CB-3	<u>Informational Chatbot</u> : Ability to direct users to pre-built knowledge articles and navigate the users for basic self-serviceable requests.	Mandatory	Redirect & Navigate
CB-4	<u>Customer Service Chatbot</u> : Ability to Provides a first level of customer service by asking if the student needs_help or has questions.	Mandatory	Basic Services
CB-5	Chatbot should give intelligent responses based on pre-built workflows or KB articles or known user context. (Not canned or just pre-built)	Mandatory	Pre-built workflows & Predictive
CB-6	Chatbot should synchronize with other channels (desktop, email, and telephone call) data and intelligently leverage the data	Nice to Have	Multi-Channel Engagement
CB-7	Chatbot should provide basic integrations with the ITSM system (if separate) and integrate with other ticket origination systems and back-end repositories/database	Mandatory	Built in Integrations
CB-8	<u>Scheduling Chatbot</u> : Allows students to use natural language to request an appointment with an advisor, tutor, or teacher or to sign up for an event. (Integrations with Team, Zoom, Office 365 or CRM may be required)	Desire	End-user Services
CB-9	<u>Transactional/Task Chatbot</u> : Enable students to perform a variety of transactions. For example, placing orders, confirming eligibility, or making reservations (book, computer, etc.). To execute the transaction, the Chatbot must interact with other systems. Chatbots can be a starting point for students to execute financial transactions, but they are not yet at the level of performing complex financial operations.	Desire	End-User Services

Intelligent Workflow Management:

The new system should have a configurable and automated workflow engine based on rules, conditions, process steps and users to automate and centralize the CCC ITSM processes.

Automation with pre-built scripts

- The intelligent workflow system should have pre-built scripts, procedures, and simple workflows to execute and automate the resolution of simple requests that are well known and codified. These requests are typically more complex than what a Chatbot could process and less complex than those that need an actual agent.
- The new system should have pre-built scripts that can be customized and deployed for the most popular requests or states as part of continuous integration. The new system should generate automated messages for frequent states and scenarios like E.g.: password expiration and account disabled, based on their system status and without any human intervention.
- The automation scripts should check for tickets where the ticket looks like an ITSM ticket, but the actual underlying issue has to do with other departments like admissions etc. etc. (E.g.: sometimes students accounts are deactivated, and the students create a ticket as if they have a login/passwd issue, after they see an “Oops error” when they try to login). In these cases, the pre-built scripts should notify the end-user with a link to how the student must be re-admitted first and then his account could be re-activated. The pre-built scripts should prevent such tickets from reaching the helpdesk.
- The automation scripts should look for tickets from the systems teams (E.g.: PeopleSoft or Web Team) where the requests could be specialized and see if any quick automation could be done to enable access or log a bug after checking their credentials.
- Email Id Validation: The new system should conduct preliminary checks on the email id to confirm if the email of those end-users is valid. In a few cases where the email fails basic validation checks -- (1) Account deactivated, (2) Does not yet exist in the system or (3) recent tickets showed bounced email, the new system should send a notification to the end-user with a link to complete the ticket, to validate his email. This should be applied only to a few tickets and not to all the tickets, as it may hold up the ticket flow.
- Passwd reset automation script: The new system should detect certain InfoSec category tickets and determine if a “Have you reset your password lately” message with a link to the password reset portal. This is different from the similar chatbot detection above and is an automated script. This should not be applied to all the tickets but only to a few tickets determined on a pre-set criterion.
- The new system should have pre-built scripts for Opt-Out: If an end-user selects an opt-out option as mentioned above, then the pre-built script should remove his mobile number from getting used or accessed by the call center team.
- The new system should have the ability to pre-built workflows for business processes around ITSM tickets for tighter integration between process flows and ITSM tickets. Some examples of these processes could be student on-boarding, loaner laptops, off-boarding, admissions questions, and other non-IT requests.

De-Duplication

- The new system should correlate any new tickets with current and existing tickets to avoid duplication of tickets, based on the end-user, request type, similar-or-same credentials, and recency.

Proper Routing between Colleges & Central IT Help Desk

- Currently, each college is receiving requests pertaining to students home-based or taking courses at other colleges. The current helpdesk team at each of these colleges spends quite some time on some of these tickets trying to re-assign or email these tickets to the correct college location.
- In addition, the current system also routes many tickets to the centralized help desk system when the ticket should have been sent to the local helpdesk.
- **College vs College helpdesk?** The new system should intelligently route the ticket to the accurate college based on the user's available information like User Id, Home College, and type of the request. The new system should have pre-designed scripts built-in to make this assessment and accurately route the request. The new system should allow for re-direction or re-routing between colleges at department level rather than to an individual agent.
- **Centralized vs Local College Help Desk?** In cases, where the new system makes the assessment that the ticket could be processed only by central help desk then the ticket should follow the next set of rules to forward the ticket to central help desk.
- This will reduce the overhead currently incurred by each college in re-routing and identifying the correct college location to work out the incident or for the centralized help desk to route an Incident to the correct college.
- Currently, in some cases, the user (E.g.: student at a home college) calls a particular college for a request (E.g.: loaner laptop) and expects the fulfillment or delivery of the request to happen at another college (E.g.: Student waiting at another college security desk for laptop delivery) where he is currently taking a course. The new system should have the capability to allow inter-college communication and collaboration between agents of different colleges, so the request from the user can be handled by one college and the response could be delivered at another college.

Proper Escalation between Levels 1, 2, 3 and 4(Leadership)

- Currently, each college helpdesk and the centralized help desk receive requests that are mis escalated across levels (E.g.: a level 1 incident is emailed as a level 3) wasting the time of a crucial skilled subject matter expert. The new system should intelligently route the incidents to proper levels and their assigned agents after intelligently observing the ticket type based on pre-built scripts and properly assigning the pre-determined levels and the assigned agents.
- If an incident at a particular level is deemed to be more complex, then the new system should allow the agent to escalate the issue to a higher level.
- Incidents assigned to level 4(leadership) should be handled by the new system as VIP requests and should route them for superior and speedier resolutions. This may also include providing the agents with the leadership's support staff contact details.

Correct Categorization of Ticket-Types

- The intelligent work flow system should properly categorize an incoming incident ticket based on the user information (User Id, Home College etc.), hierarchical information selected by the user on the

single door portal(option selected in drop-down boxes 1,2 and 3), history of the user (recent past tickets) and any free form text description entered by the user (Natural Language processing of the free form description) and make an assessment to properly categorize the type of the problem underlying the ticket.

- The workflow system should also take input from the past tickets and how they are categorized as an input in categorizing any new requests.
- The new system should have a way to change or extend the list of available categories as time goes on. This is to keep the system up to date with changing needs and the categories to reflect the then current way of categorizing the tickets.
- The new system should have the flexibility to allow the agents to re-categorize a ticket and to have a finer granularity of categories, sub-categories, products, and details. The new system should also have the ability to allow the agents to create new categories in cases where a ticket does not fit neatly into the existing set of categories and sub-categories.

Proper Assignment to Skill-based & Available Agent Queue

- Currently, each college has several issues related to the proper allocation of tickets to agents thereby causing overloading of some skilled resources. The new system should ensure that the tickets are assigned only to agents that are available, i.e., any agents that are out of the office should not be assigned tickets. The new system should follow pre-built rules to properly identify the category of the ticket (previous section) and to properly assess the load in the queue for the assigned agents and assign to the least loaded agent. (i.e., manage the agent load in the queue). This saves significant time spent in assigning and re-assigning the tickets to agents.
- The new system should have the ability to assign tickets to a general queue to which a pool of agents could be assigned or a too skill-based specific agent queue based on pre-determined criteria of the categories, sub-categories and product and ticket type.
- Unassigned Tickets: The new system should ensure that all the tickets received are assigned to an agent before the end of the day without leaving any tickets in the unassigned state. This means that the system should have the ability to route all tickets following the intelligent routing mentioned above (across colleges, levels, categories/sub-categories, urgency, skills, language preference & availability) leaving no tickets in the unassigned state.
- Quick Checks for Infrastructure teams: Currently, the infrastructure teams receive many mis-assigned tickets that do not have any underlying infrastructure issues. The new system should have the ability to conduct functional checks for each of the infrastructure teams (SysAdmin, InfoSec, Email and O365, N/W and Firewall), there should be team specific quick checks to ensure that the tickets are functionally for the infrastructure teams and to avoid mis-assignment and re-assignment.

Proper Assignment to Multiple Agents

- Currently, each college and the central help desk solves complex Incident tickets by calling or emailing their known colleagues who they perceive as subject matter experts relevant to that ticket. The new system should assign a small configurable number of agents to a pre-determined complex ticket thereby few agents are assigned to the incident and these few agents should be able to collaborate and solve the tickets.

- The new system should also give alerts or show notifications to the collaborating team of any past tickets of similar types, how they were solved and relevant knowledge articles and who worked on those earlier complex tickets.
- College-Infra Collaboration: Currently, some tickets are assigned to Infra teams (SysAdmin team) who contribute to resolving the ticket but do not have the capability to collaborate with the end-user or overall enterprise. The new system should have the ability for the colleges to take ownership but also engage the System Admin team (or other infra team) for any help or collaboration and to close out the ticket.

Notifications to the End-User

- The new system should give email notifications to the end-user where relevant with links to knowledge articles or to seek additional information as part of a pre-built automated script or workflow or as part of an agent wanting more information.
- The new system should have the capability to send automated notifications to end-users on tickets in particular states (e.g.: asset like laptop waiting for 4 weeks for a particular part) so that the agents do not have to send periodic and frequent email messages.
- The new system should have the capability to capture or update the end-user contact number or contact details as part of the notifications and interactions with the customer using email or chatbot or phone.
- Asset Due Dates: The new system should send automated notifications to the end-user to bring back certain assets (E.g.: bring back the loaner laptop) before its due date.
- The new system should send automated notifications to the end-user after every 24 or 48 hours (the time to be pre-determined) with standard messages (E.g.: Ticket is still being worked out). This will keep the end-user engaged and save the agent significant time in opening the ticket and sending standard email, multiple times.

Notifications to the Agent

- The new system should give predictive notifications to the agent assigned to an Incident with relevant information based on the new Incident type and similar past incidents using predictive ML/AI capabilities. Such notifications should help the agent to investigate existing Knowledge articles or follow-thru existing scripts or standard operating procedures (SOPs) to speed up the ticket resolution.
- **Agent Alerts:** The new system should send email alerts to the agents when a particular ticket has some due date (E.g.: laptop waiting for a part and the date has arrived) based on pre-selected triggers so that a pending action could be taken on that due date. The new system should also alert an agent with pending tickets as soon as the agent logs into his account on the ITSM system or if a new ticket comes into his queue.
- The new system should send an email alert to agents whenever there is a ticket assigned to them in the queue with a link to quickly access the queue.
- The new system should send alerts to the agents to enforce responsibility of pending tickets or chatbot chats in the queue by assigning an agent within a pre-defined allowable lag time i.e., no user should be left waiting for an agent beyond a certain pre-defined time. If the system assigned agent is unavailable

for any reason, then the system should have the ability to maintain coverage allowing for re-assignment.

End-User & Agent Interaction

- The new system should allow for intelligent interaction between the end-user and agent with automation and pre-built workflows facilitating and helping the process flow (E.g.: Student enters a high-level message of “HELP” and the chatbot and automated workflows handling the ticket without agent interaction by sending automated emails after sensing that no categories are selected and asking the user to select specific categories with a link to the single door portal). Along the same lines, if an agent is engaged and if he needs more information (E.g.: exact error screen of the end-user) the end-user and the agent should be able to interact and collaborate.
- **Live Chat & Automations:** The new system should allow the end-user and agent chat interaction leveraging automated features like the chatbot functionality wherein the chat shows the agent a predictive menu of options based on the user’s request and give the agent an option to auto-populate the chat window with the options, KB articles and links. In addition, the chat window should allow the agent to navigate the end-user with bi-directional and multi-level interactions to other student services using such links.
- Verify the login credentials and Identity (Few Phone call users): The new system should verify the credentials and identity of the end-users on telephone calls with automated email notifications with link to the authentication portal.
- The new system should allow for the end-user and agent call-centre-based interactions to be recorded with the agents having an ability to share screens to either get more information from the user or to navigate the user to a particular way of doing.

Linking to KB Articles

- The new system wherever relevant in the intelligent workflow system should shows links to knowledge management articles, pre-built procedures, or standard operating procedures (SOPs) to both the user (for Self-Service and Navigation) and to the Agent (to investigate history for speeding up).

Linking to past Incidents & Problems

- The new system should read the centralized repository (mentioned below) and access any past Incident and Problem tickets that give predictive information on how a new ticket could be resolved fast.
- The new system should show past incidents and problems ticket resolution process to agents by intelligently determining their relevance to a new ticket.

Dynamic Workflow Orchestration

- The new system should track through automated workflows, take note of incoming tickets, take note of evolving workflow patterns, and recommend orchestration and building of new dynamic workflow creation steps using a visual studio or a low-code/no-code platform where no effort is needed.
- The new systems should enable this dynamic orchestration not only to automate complex ticket resolution but also to evolve the system to self-automate.

Inter-Agent and Inter-College Communication and Collaboration

- The new system should allow for systemic communication and collaboration between agents of the same college or agents from different colleges, including some agents who work from home. The ticket information, context and details should be available to all the agents working on a particular ticket.

Intelligent Automation: (BPA, RPA & ML/AI)

- The new system should allow for removal of any manual forms or documents for intake of requests, automate them to systemic forms and integrate the data with intelligent workflow rules.
- The new system should automate workflows where needed to avoid manual operations thereby automating the process steps into pre-built workflows, procedures, and scripts.
- The new system should also ML/AI to look into the historical data, look at how the tickets are incoming and resolving and improve on how better to solve by predicting and providing notifications (as mentioned above) or by dynamically orchestrating new workflows (as mentioned in Self-Automate above).

Centralized Repository or Database

- The new system should store all tickets, end-end ticket processing steps, workflows, automations, agents worked on, and all user information in a centralized database.
- The new system's centralized repository should have strict access control at multiple levels of access and multiple views with well-defined roles and privileges.
- The new system should also read from this database and correlate any past tickets that could help to speed up the resolution of new tickets.
- The new system should also access this database and provide alerts and notifications to the agents to speed their resolution.
- The new system should also send automatic notifications to the end-users with KB articles or pre-built workflow steps or the way to access and navigate a process step through self-service automation
- The new system should also help the reporting section (mentioned below) in accessing this centralized repository to generate dashboards and provide management and operational reports for continuous monitoring.
- The new system should maintain a historical record of all tickets (including tickets from the previous system) for at least few years (E.g.: 6 years or 10 years) following CCC's data privacy and retention policies. The new system should also have tickets from the old system migrated following CCCs retention policies.
- The new system, while reading the mailboxes for email-based tickets, sees bounced emails, and if the email ids are personal or non-CCC, then remove the email ids from the central repository.

Ageing tickets and Closure

- The new system should have the ability to automatically investigate the tickets after a certain pre-determined time and send alert notifications to the agents and subsequently force them to the closed status based on pre-selected criteria.

Customer Satisfaction Surveys

- The new system should send automatic surveys as soon as an Incident is addressed as a last step before the ticket is closed. These customer surveys should be stored in a central database along with all Incidents and Problem tickets, be accessible to all agents and be available for dashboards and reports. In addition, these survey results should feed into the automated workflows for promoting self-service
- SLAs – The new system should check for the agents' SLAs on a pre-determined basis -- to check tickets every 2 hours and clear them in the morning, afternoon, and evening before leaving with email notifications

Reports & Dashboards

- The new system should have the ability to pull reports from the centralized database mentioned above and allow for both management and operating reports at various levels of aggregation and granularity. These reports should be access controlled and delivered to the users on a pre-determined frequency or periodic basis. These reports should allow for basic customizations at the user-level with easy access for repeated usage.
- The new system should allow for reports to track the quality of an agent's performance and related performance scorecards and KPIs to give feedback to the agent and improve his efficiency and effectiveness.

Intelligent Workflow (WF) Management Requirements			
REQ#	DESCRIPTION	CRITICALITY	CATEGORY
WF-1	Workflow System should automate the resolution of some tickets with pre-built scripts	Mandatory	
WF-2	The Workflow System should route the Incidents to the <u>proper college local helpdesk</u> minimizing or removing the current re-assignments across colleges	Mandatory	Proper College-College Routing
WF-3	The Workflow System should route the Incidents to the <u>proper college local helpdesk or Central Help Desk</u> minimizing or removing the current re-assignments between Centralized and Local Help Desks	Mandatory	Proper College-to-Centralized Desk Routing
WF-4	The Workflow System should <u>escalate</u> the Incidents to proper levels 1,2,3 and 4(leadership) based on the user ticket type and hierarchy and the pre-built rules to handle and escalate such tickets.	Mandatory	Proper Escalation
WF-5	Workflow System should <u>categorize</u> the incidents based on the Information captured from the ticket	Mandatory	Proper Categorization
WF-6	Workflow System should <u>assign the Incidents to proper agent</u> based on his skill and load	Mandatory	Proper Skilled Agent Queue
WF-7	Workflow System should intelligently assign some complex tickets to multiple relevant and skilled agents based on their past tickets and pre-built agent assignments.	Mandatory	Assignment to Multiple Agents
WF-8	The Workflow System should have the capability to email the customer with links to knowledge articles at pre-determined and relevant process steps.	Mandatory	Email Notifications

WF-9	The Workflow System should alert agents working on an Incident with relevant past tickets, KB links and who worked on them	Mandatory	Intelligent Alerts to Agents
WF-10	The workflow system should intelligently capture workflow patterns and orchestrate the creation of new workflows with minimal effort	Mandatory	Dynamic Workflows
WF-11	The workflow system should automate all manual forms into systemic forms. The workflow system should have access to all past tickets and historical data to predict workflows for newer tickets based on ML/AI technologies.	Mandatory	Intelligent Automation
WF-12	Workflow System should store all tickets, their end-end lifecycle, their interactions between users and agents in a centralized DB to be retrieved for Intelligent predictive processing and analysis for future tickets.	Mandatory	Centralized Repository

Problem Management

The primary goal of Problem Management is to prevent incidents from occurring, and if incidents do occur, prevent them from occurring again. It becomes routine to resolve the same incidents over and repeatedly. Over time the number of incidents will increase, the cost of managing incidents will increase, customer and user satisfaction will plummet, the service desk's reputation will suffer, shadow IT initiatives will become the norm, and the collective result will be a detrimental impact on the ability to do business.

Problem Management is an IT service management process tasked with managing the life cycle of underlying "Problems." Success is achieved by quickly detecting and providing solutions or workarounds to Problems to minimize the impact on the organization and prevent a recurrence. Problem Management also attempts to find the error in the IT infrastructure that is causing the problem and contributing to the Incidents that users may have. The IT Infrastructure Library (ITIL) provides the following definitions for usage within this process:

- **Problem:** "The cause of one or more Incidents. The cause is not usually known at the time a Problem Record is created"
- **Error:** "A design flaw or malfunction that causes a failure of one or more IT services or other configuration items"
- **Known Error:** "A Problem that has a documented root cause and workaround"
- **Root Cause:** "The underlying or original cause of an incident or problem"

Proactive vs. Reactive Problem Management

Problem Management can be either reactive or proactive.

- Reactive Problem Management is the Problem-solving reaction that occurs when one or more Incidents arise.
- Proactive Problem Management deals with identifying and solving Problems before any Incidents have occurred. This activity is associated with Continual Service Improvement (CSI).

Intelligent Problem Management Process Flow

ITIL Problem Management is about more than just resolving Incidents; it considers the entire life cycle of a Problem. The Problem Management life cycle process flow can be structured to manage Problems that are initially reported as Incidents by users or service desk technicians via a self-service portal, over the telephone, via email, in person or Potential Problems that are automatically detected by ITSM personnel or technology before any Incident occurs. The scope of the Problem Management process flow includes:

Problem Detection

- Problems can be detected in a variety of ways, including as the result of an Incident report, ongoing Incident analysis, and automated detection by an event management tool, or supplier notification.
- The new system should detect problems when the cause of one or more Incidents reported to the service desk is unknown. In some cases, it may be clear to the service desk that a reported Incident is associated with a Problem. This Problem may have already been recorded – Known Problem – and the Incident can be linked to the existing Problem record. If the Problem has not been recorded, then a Problem record should be immediately created to help assure service performance

Problem Logging

- The new system should maintain a complete historical record, all Problems, regardless of method used to identify and report to the service desk, must be logged with all relevant details, including date/time, user information, description, related Configuration Item from the centralized database, associated Incidents, resolution details and closure information.
- **Categorization** - Once logged in, the new system should categorize all problems to properly assign, escalate and monitor frequencies and Problem trends.
- **Prioritization** - The new system should also assign priority and criticality in determining how and when the Problem will be handled by staff. It is determined by the impact - number of associated Incidents which can provide insight into the number of affected users or its impact on the business. In addition, the urgency of the Problem - how quickly resolution is required is considered to define the priority
- Few systems teams (like Web team and Peoplesoft team) have special ticket types (mostly problems that cause repeated incidents of the type: bugs or automated jobs not run or feature requests or enhancements) that need quick logging in, specially categorized (bugs that need Investigations or feature requests or enhancements that does not require investigation) and should go through the end-end Problem-to-CI-Configure process flow.
- Currently, some systems send email notifications and alerts to a group of agents whenever there is an adverse condition. The new system should allow for automatic problem logging based on these systems events (directly or from emails sent by these systems) sent to a group of agents. Further to the problem logging, the system should allow for a group of agents to do the RCA (Root Cause Analysis) with different agents focusing on different aspects.

Investigations & Diagnosis

- An investigation into the root cause analysis (RCA) of the Problem will take place based on the impact, severity, and urgency of the Problem in question. Common investigation techniques include reviewing

the Known Error Database (KEDB) to find matching Problems and resolutions and/or recreating the failure to determine the cause.

- The new system should have an intelligent capability to not only store incidents and problems in a centralized database but also retrieve the past incidents and problems for correlations, root cause analysis (RCA), causation and for identifying known errors.

Workarounds

- In some cases, it is possible to provide a temporary fix or workaround to the user experiencing the Incident related to the Problem. However, It is important to seek a permanent change resolution to the underlying error detected by Problem Management.
- The new system should allow for temporary work arounds, keep track of the temporary work arounds while the permanent resolution is being worked out.

Known Error Records

- Once the investigation and diagnosis are complete, the new system should create a Known Error record. If future Incidents or Problems arise, the new system should help the investigating service desk technician to identify and provide resolution more quickly using the known error database (KEDB) and associated workaround(s)
- The new system should log any repeating infrastructure problems into a known error database for tracking, correlating and to speed up resolution of future infra problems. This applies to all infrastructure teams and all varieties of infra problems.

Resolution

- Once resolved, the solution can be implemented using the standard change procedure and tested to confirm service recovery. However, if a normal change was required, an associated Request for Change (RFC) will be raised and approved before a resolution is applied to the Problem
- The new system should allow for seamless conversion of resolved problems to RFCs (Request for Change) and the Change Management (mentioned below) process should be followed.

Closure

- Following confirmation that the Error has been resolved, the Problem and any associated Incidents can be closed. The service desk technician should ensure that the initial classification details are accurate for future reference and reporting.
- **Major Problem Review** - Major Problems are defined by an organization's business impact analysis (BIA) and risk assessment (RA) to determine response and priority (impact, urgency, and severity of the Problem). The goal of a major Problem review is to continually improve the Problem Management process for responding to major business issues. A review process may identify things done correctly, things done incorrectly, what can be improved, additional risks, how to prevent recurrence and the nature of any third-party's responsibility. This review should not live in a silo; it should be shared with team members as part of training and awareness sessions.
- **Problem Control and Error Control** – In some situations, the terms Problem Control and Error Control may be used during the Problem Management lifecycle. Problem Control can be incorporated into the investigation phase with the goal of finding the root cause of the problem and turning it into a known

error. This helps the service desk technician provide temporary workarounds to the user. Error Control on the other hand is part of the resolution phase with the goal of converting known errors into solutions and removing them from the known error database (KEDB) when necessary.

Centralized Storage

- All problems, their end-end Once resolved, the solution can be implemented using the standard change procedure and tested to confirm service recovery. However, if a normal change was required, an associated Request for Change (RFC) will be raised and approved before a resolution is applied to the Problem

Linking Incident, Problem and Change Management

- The new system should allow for a continuous process flow between incident management, problem management and change management with or without 1 or 2 of these.
- The new system should allow and ensure the updating of knowledge management articles by an agent assigned to a subject area, as part of the closure of a ticket.

End-End pre-built chain of Incidents (Onboarding, Offboarding etc.) (Scope limited to ITSM tickets only)

- The new system should execute pre-determined end-end incidents that are frequent and involve multiple linked incidents. (E.g.: Onboarding, loaner laptops and offboarding involves a set of Incidents and should follow a pre-determined set of incidents).
- The new system should allow and ensure the updating of knowledge management articles by an agent assigned to a subject area, as part of the closure of a ticket.
-

Problem (PB) Management Requirements			
REQ#	DESCRIPTION	CRITICALITY	CATEGORY
PB-1	The new system should allow for the creation, modification, resolve and closing of problem records	Mandatory	PB Life Cycle logging
PB-2	The new system should allow only authorized personnel to submit Problems	Mandatory	Authorized Users
PB-3	The new system should allow for Categorization of Incidents and linking them to problems	Mandatory	PB Linking with Incident Categories
PB-4	The new system should automatically update status or close all related incidents once a problem update or closure	Mandatory	PB Closure Triggering Incidents Closure
PB-5	The new system should link problems to CIs (Configuration Item), incidents and change requests	Mandatory	PB linking with CIs, Incidents and CRs
PB-6	The new system should allow for assigning impact and urgency to problems	Mandatory	Impact & Urgency
PB-7	The system should allow for deafferenting between problems and known errors	Mandatory	Problems vs. Known Errors

PB-8	The system should allow for intelligent assignment of problems to individuals or teams of skilled agents (please see Incident Mgmt. above)	Mandatory	Assignment to Agent(s)
PB-9	The system should allow for Problem integration with Incident, Change, knowledge mgmt.	Mandatory	Integration with Incident, Change and KM.
PB-10	The system should create automatic problem creation based on business rules and SLAs	Nice to Have	Automatic PB creation
PB-11	The new system should allow for basic reports to track work time, impacted CIs for by PBs	Mandatory	Dashboards for Tracking
PB-12	The new system should allow for documenting root cause analysis	Mandatory	RCA (Root Cause Analysis) Documents
PB-13	The new system should allow for storing documents associated with knowledge artifacts associated with problem areas	Mandatory	Document Storage

Change Management

The Change Management process is designed to help control the life cycle of strategic, tactical, and operational changes to IT services through standardized procedures. The goal of Change Management is to control risk and minimize disruption to associated IT services and business operations.

The goal of Change Management is to establish standard procedures for managing change requests in an agile and efficient manner to drastically minimize the risk and impact a change can have on business operations.

While no best practice, framework, or methodology can assure 100% success, Change Management can help manage risk and safeguard the IT services you deliver and support against unnecessary errors. Maintaining reliable business systems is essential for the survival of any organization in today's competitive market space. Adjustments to any element within the IT infrastructure can disrupt service value and negatively impact productivity. Structured and planned change helps to minimize the potential risk that comes with infrastructure changes. At the same time, a well-structured and planned Change Management process comes with significant business benefits.

Change Management is a critical process within the Service Transition publication, part of ITIL's Service Management best practice framework that includes guidance for building, deploying, and transitioning new or changed IT services into operation. Guidance is also given on how to retire services. The objective of Service Transition in the IT process lifecycle is to plan and manage changes to IT services, while minimizing risk and improving decision support to users and the business.

According to ITIL, a Change is "the addition, modification or removal of any authorized, planned, or supported service or service component that could have an effect on IT services." Most often, a change is an event that has been approved by the change authority, is evaluated, and implemented while minimizing risk, adjusts the status of a configuration item (CI), and adds value to the business and its customers

Changes can be brought about in two ways:

Change Request or Request for Change (RFC) A change request is a formal proposal that can be submitted by a stakeholder in the organization or by a service user via the service desk, utilizing the request fulfillment process to alter a configuration item.

Change Proposal A change proposal is a high-level description of a potential service introduction or significant change and includes the business case and implementation schedule. These proposals are normally created by the service portfolio management process in Service Strategy and are passed to the change management process.

Types of Changes

Emergency Change/Urgent Change: An emergency change is one that must be assessed and implemented as quickly as possible to resolve a major incident. Emergency changes tend to be more disruptive and have a high failure rate, so they should be kept to a minimum. The exact definition of an emergency change should be defined in the change management policy.

Standard Change: A standard change is one that occurs frequently, is low risk and has a pre-established procedure with documented tasks for completion. Standard changes are subject to pre-approval to speed up the change management process. Change Models (a documented and repeatable plan for managing a specific type of change) that describe the process for handling recurring changes are often created for standard changes. If the standard change type increases the risk to the organization, it may become a Normal Change.

Major Change: A change that may have significant financial implications and/or be high risk. Such a change requires an in-depth change proposal with financial justification and appropriate levels of management approval. Each organization's process for identifying and managing a major change will differ depending on the size and complexity of the business. A change in this instance may change from being operational to tactical, or tactical to strategic and require a different level of authority for the approval.

Normal Change: A normal change is one that is not standard and not emergency and typically requires an important change to a service or the IT infrastructure. A normal change is subject to the full change management review process, including review by the Change Advisory Board (CAB) and authorization/rejection.

Additional Change Requests may include Application Changes, Hardware Changes, Software Changes, Network Changes, Documentation Changes, Environmental Changes

The Change Management Process Flow

ITIL provides a framework that is adaptable to meet individual organization's service delivery and support requirements. Designing a standardized change management process that is sanctioned by management will aid in quickly, economically, and effectively managing changes when they occur. The process can then be automated by service management support software. Change control is a subordinate element of the overall change management process designed to ensure changes are controlled, recorded, analyzed, and approved.

The new system should allow for the following Change Management Process including the following activities:

Change Intake Process

- Currently, the change management process involves a Word Document based form completion with all required fields, signing it using DocuSign and attaching it to the Change Item in the current system. The New system should integrate this into the Single Door Portal (mentioned above) so that the intake step for the change management is fully systemic. This systemic automation should eliminate and replication or duplication of efforts as part of the change approval board handshaking and approval process.
- CI Intake: The new system should present a proper hierarchy & organization of categories and sub-categories of all infrastructure assets on which all CIs could be logged with specificity. There should be a greater ease-of-use in logging, selecting form fields and closing of CIs without redundant steps (E.g.: currently the users must check close on 2 different fields).
- Automating CI attachments & DocuSign: Currently, the agents must manually capture the CI fields onto a document and attach the CI related documents. The new system should allow for a single systemic form that has all the required fields, capture the required information, and pass back and forth with the agents, change manager and the change advisory board. The approval or denial process should also be automatic based on access-control provisions and the current cumbersome process of DocuSign should also be avoided.
- The new system should have an end-end change management process built in the ITSM system and discourage the flow of CI communication, documents and related information on emails and other channels.

Create & Log the Request for Change (RFC)

- A Request for Change is typically created by the individual, process or business unit requiring the change. Depending on the type of change, an RFC record will contain varying information necessary to make decisions for authorization and implementation of the change, including, identifying information, a description, configuration item incurring the change, a reason for the change, requestor's contact information, type of change, timeframe, costs, back out plan and business justification.

Review Request for Change

- Each Request for Change should be reviewed and prioritized by the change authority for business practicality. These requests can be rejected and returned to the submitter or management as notification or in request of more detail. These unapproved changes should be monitored and closed as needed.
- The new system should have the ability to intake requests related to feature changes or enhancements or web updates. These are not tactical tickets or minor efforts or large projects but need approvals of relevant parties including the re-configuration of few relevant systems.
- The new system should have the ability to intake requests and related re-configurations related to external web-hosting environments used by the systems teams (E.g.: engine, pantheon and pagely) as part of their development and deployment process.
- The new system should integrate with "OIT Critical Dates Calendar for frozen calendar dates with O365 and should send email notifications and alerts to agents to influence the inform the agents of the freeze calendar (dates when the agents cannot deploy and to influence the CI approval process including special approvals and escalations during freeze days.

- OIT critical dates calendar: Freeze periods of various systems; PeopleSoft, special approval process, integrate with outlook calendar, influence the approval process, warning/alerting agents about what can/cannot change.

Evaluate the Change

- Evaluating the change to assess the impact, risk and benefits to IT services is critical to avoid unnecessary disruption to business operations. For certain types of changes, such as major changes, a formal change evaluation takes place by the change evaluation process and is documented in a Change Evaluation Report.
- Impact assessment will consider the impact on the business, infrastructure, customer service, other services – both IT and non-IT services, implementation resources and currently scheduled changes in the change log.
- A Change Advisory Board (CAB) can also evaluate changes. The CAB can consist of various stakeholders such as the service owner, technical personnel, and/or financial personnel to help evaluate the need for the change.
- The new system should allow for evaluation of the change, assess the impact, and allow for interactions among the CAB members to approve or reject any changes.
- Freeze period validations: The new system should consider freezing period calendars and accordingly allow for special approvals if a CI is to be rolled out during freezing periods.

Approve or Authorize the Change

- Change requests commonly require authorization prior to implementation and each change requires authorization from the appropriate authority level depending on the type of change (strategic, tactical, operational). This varies across organizations, but commonly depends on the size of the business, anticipated risk of the change, potential financial repercussions, and the scope of the change.
- The new system should allow for systemic approvals, rejections or other authorizations as needed for the change request to move forward.

Workflow and Approval process for Special Announcements

- The new system should have the process flow for “Special Announcements” through a sequence of steps for approvals including college level Communications department and other leaders based on their access control privileges. This should be accessible to agents at the college level, centralized help desk and local communication departments.
- The new should have pre-approved templates for IT Special Announcements for quick turnaround time from other departments, including marketing, so that the IT Infra team can process special IT announcements in a faster way. These templates should be easily accessible to the agents with simple 1-click access.

Co-ordinate Implementation

- Once authorized, a change request or the change record is handed over to the release and deployment process for coordination and collaboration with the appropriate technical and/or application

management teams for building, testing, and deploying the change. Each change should have remediation plans prepared in case of an implementation failure. Once building and testing are complete, release and deployment should notify the change manager of the results and suggested implementation requirements.

- The Change Manager should schedule each CHANGE based on the suggested implementation requirements and the management of business risk. The Change Manager using a Forward Schedule of Changes (FSC), Or Change Schedule will communicate to all stakeholders upcoming changes that may impact on them. The FSC along with projected service outages (PSO), or expected deviations in service availability, will be taken into consideration when coordinating change implementation. Release and Deployment will be responsible for the implementation and coordination of training needs.

Review and Close Change Request

- Upon completion of the change, a Post Implementation Review (PIR), which is a review of the detailed implementation results, should take place to confirm the change has successfully achieved its objectives. If successfully implemented, and the change was associated with fixing and error in service all associated problems and known errors should be closed. If not successful, the remediation plan should be activated appropriately.
- The new system should allow for such post implementation review and impact and how the actual vs actual resource plans and implementation schedules are aligned.

Change Management (CM) Requirements			
REQ#	DESCRIPTION	CRITICALITY	CATEGORY
CM-1	The new system should facilitate the recording and storage of RFCs (Request for Change) in an easily accessible format.	Mandatory	Create & Log
CM-2	The new system should allow only authorized personnel to submit RFCs (Request for Change)	Mandatory	Create & Log
CM-3	Facilitate the monitoring and tracking of the life cycle of a change request	Mandatory	End-End Monitoring
CM-4	Facilitate the ability to manage, read, write, and modify access for the change coordinator, change builders, testers, etc. to update the RFC throughout the change lifecycle.	Mandatory	End-End Changes
CM-5	Facilitate the routing of RFCs (Request for Change) to the appropriate authorization bodies as defined within the ITIL Change Management Process.	Mandatory	CI Routing
CM-6	Facilitate the ability to reject changes	Mandatory	Approve / Reject
CM-7	Facilitate the recording of impact assessment information within the change record to support the change authorization process.	Mandatory	Evaluate & Impact Assessment
CM-8	Facilitate the production of change schedules (Forward Schedule of Changes (FSC)).	Mandatory	Change Implementation

CM-9	Facilitate the recording of back-out procedures within the change record?	Mandatory	Back-Out
CM-10	Facilitate notification and escalation throughout the change lifecycle should service levels be breached.	Mandatory	SLA breach
CM-11	Facilitate the scheduling of change reviews for implemented changes after definable time periods.	Mandatory	Change Scheduling
CM-12	Built-in Outage Calendar	Mandatory	Outage Calendar
CM-13	Facilitate the identification of post implementation impact and resource utilization for completed changes. Planned vs. actual resource utilization be tracked and analyzed.	Mandatory	Post Implementation Review
CM-14	Support the notion of change templates for repetitive RFCs (Request for Change).	Mandatory	Templates
CM-15	Support the implementation of longer effort CIs which involve feature enhancements, new modules, or large project implementation schedules	Nice to Have	Project Mgmt.

Service Asset & Configuration Management

The IT Asset Management system of business practices seeks to maximize the value of IT devices and systems by combining financial, contractual, and inventory data to track the status of IT assets across their lifecycle. IT assets can typically be characterized as either hardware (the physical computing equipment that the organization owns), software (program assets that the organization either owns or licenses) or cloud services.

Here's how IT asset management applies to each category:

Hardware - Organizations with robust IT infrastructure can own a lot of computer hardware: desktop computers, laptops, keyboards and other peripheral components, printers, copiers, and more. To ensure that the hardware is well-maintained, organizations must keep track of what assets they own, where those assets are deployed within the organization, how they are used, how frequently they are used, their repair status, lifecycle information, and when they need to be replaced or disposed of.

Software - Software assets are typically licensed by the organization based on the number of users that will install the software. IT asset management processes for software allow organizations to monitor their compliance status with the end user licensing agreements that allow them to use licensed software applications. Your organization can monitor the status of your software licensing agreements, plan appropriately for future licensing payments, and monitor how many licenses are in use to ensure you are getting the most value for each software license that you pay for.

Software as a Service (SaaS) - Software hosted on the cloud and licensed via a subscription model raises a unique set of considerations when it comes to managing consumption, users, compliance, and spend. As SaaS continues to grow to represent a larger share of an organization's software assets, processes and tools designed to address these considerations become increasingly important.

End-user Devices

Organizations that lead the way in IT use IT asset management software to keep up-to-date records of their IT assets that can be used to facilitate important decisions about how IT equipment is managed. Below, we have listed some of the key ITAM capabilities and what benefits your organization can expect from each one:

- **Comprehensive Hardware and Software Asset Tracking** A comprehensive data tracking system must lie at the heart of every effective IT asset management system. The ability to track assets and their attributes across several dimensions is a critical value driver for organizations that want to leverage IT asset management to improve their decision-making when it comes to IT.
- The inventory tracking functionality of IT asset management software goes beyond a simple list of what assets you have at your disposal—it includes specific details and specifications for hardware and software that enable real transparency into your IT capabilities. Organizations use IT asset management software to track their computing assets, along with details like the product number, SKU, and date of purchase, as well as technical specifications like CPU type, processor speed, memory, available disk space, IP address, and numerous other parameters.
- **License Compliance Management Functionality** Software license compliance is a major issue for organizations that license third-party software. If you license software for multiple users at your organization from a third-party supplier, you may be subject to external audits to ensure that you are compliant with the terms of your service-level agreements. The world's biggest software providers pull in billions of dollars annually by investigating subscribers who are suspected of abusing their services.
- **Software Usage Data and Analysis** When an organization purchases 10 software licenses but installs the software 15 times, it could be subject to penalties for violating its service-level agreement with the software provider—but what if the organization purchases 15 licenses and only installs the software 10 times.
- Organizations are using IT asset management software to assess software installation and analyze software usage data, helping to eliminate excess costs associated with unused software licenses. Software applications can be used to track the number of machines on which a certain application has been installed, as well as the actual usage statistics for the application. A license paid for is still wasted if the application is never touched by the user—and that is an opportunity for the organization to cut costs.

Purchasing and Contract Management

Many organizations track IT purchases through a procurement system while managing IT inventory through a separate system; in many cases, the link between the two systems is missing. This means that the folks responsible for managing IT assets may not have full visibility of the service-level agreements and contracts that govern software licenses and may not be able to carefully plan for future purchases or see when software contracts need to be renewed.

IT asset management software needs to provide a big picture view of how the organization is addressing its needs for hardware and software by integrating procurement, contracts, and IT management into one dashboard. In this way, organizations can accurately assess their current software and project their future needs in the same interface, allowing for effective strategic planning and budget allocation.

Process Flows for Service Asset & Configuration Management

Asset Management is an enormous task for any IT department. To take on the IT asset management challenge, you need to have a multi-tiered approach.

Asset Data Discovery, Collection, Inventory & Data Integration

- Collecting asset information is the first consideration for IT asset management. It is important to have a central database that contains all the information you accumulate. Next, you need tools that scan your network on a regular basis. These tools need to report back to your database, providing as much information about all the devices connecting to your network.
- The new system should allow for a set of discovery tools to gather information about all hardware, software, and endpoint devices. The new system should also have the capability to store the discovery information of the entire inventory of assets in a single storage area for analysis and extraction of key insights.
- Currently, all the colleges and systems teams use a variety of excel spreadsheets, systems discovery tools and access databases to track the list of all asset inventories. The new system should have discovery tools to track and identify all assets and store it in a centralized repository to track all asset inventory. The new system should also capture information about the assets including asset Id, its configuration items, licensing information, and purchases and warranties, in a centralized repository with restricted access control.
- The new system should allow the agents to not only view the asset tracking info but also allow them to add “descriptor” fields to add comments, notes, or reasons as part of the lifecycle of the asset. This ability to edit should follow the access control mechanism of the asset repository mentioned above.
- Asset Reports & Views: The new system should have the ability for agents to view the asset-based reports, based on their access control, and to slice and dice data. (Basic BI style dashboards). There should be quick and nimble way of accessing these views (1-click buttons) to make user-specific personal inventory, based on user-specific filtered criteria and a way to store these views.

Asset Data Linking and Mapping

- After the asset information is stored in the database, you will have thousands and thousands of data points at your fingertips. Now it is time to normalize the information, to map the assets to relevant information, and to link the assets to their contracts, projects, departments, and people.
- The new system should have the ability to link and map the asset information with users, colleges, locations, departments, projects, hardware, software and end-point devices
- The new system should also facilitate the registration and management of all new configuration items including hardware, software, endpoint devices and SLAs
- The new system should track the location of the asset (college, room, or lab # location) so that the colleges can track the location of a specific asset or all the assets in a particular location.

Asset Lifecycle Management

- The new system should also facilitate the registration and management of all new configuration items including hardware, software, endpoint devices and SLAs
- The new system should allow for triggers related to key events in the life cycle of the assets i.e., when a particular asset or batch of assets are up for upgrades or retirement or expiration of loaner etc.

- **Audit Mode:** The new system should have the ability to have an audit mode for the entire inventory to validate assets on a frequent (3-year audit) basis using physical inventorying at each college and central help desk level.
- **Asset data validation:** After every 3 years, CCC validates the asset Inventory using scanners, and barcodes. The new system should capture info related to the 3-year tracking including who validated the assets, validation comments and updates without erasing any prior year information.
- **Asset changes updates:** The new system should enforce the updates whenever it recognizes a change in one attribute and ask for a complete update of its other attributes
- **Asset Disposal Approval process:** Currently, the approval process for asset disposal is manual and cumbersome. The new system should automate the approval process based on access control of approvers and automated process for to-and-fro movement of the asset disposal approval and eliminate the manual process. Once an asset disposal is fully approved, then there should be automated notifications for the agent to physically dispose of the asset and log tracking info for historical purposes.
- **Asset Data History:** The new system should show historical Information of assets even after they are retired/disposed, even if no physical possession, following CCC Data Retention & Privacy policies.
- The new system should have bi-directional integration with the PeopleSoft Procurement/Purchasing, FAM, HR, and any financials information with the ITSM system synchronizing the asset operation data to PeopleSoft and the Peoplesoft system synchronizing financial data into the ITSM system, in phase-1 the integration is limited to bi-directional data syncing.
- The new system should get grants related information from Peoplesoft finance system which is needed for special disposal process of grants related assets.

Asset based Reports & Dashboards

- The new system based on the centralized asset repository should allow management and operational reports to track the assets, their links, and mappings. In addition, the new system should integrate with other systems like PeopleSoft for linking the financial information of these assets.
- Overall, the ITSM system and the Peoplesoft system should allow for end-end asset tracking and financial management of the overall inventory assets with bi-directional updates and syncs. The new system should also allow for sophisticated dashboards to view reconciled or non-reconciled assets and their mismatches.
- The new ITSM system's central repository should have information from the (1) current ITSM system, (2) Peoplesoft system, (3) Linked and relationships established between schematic data subject areas, (4) allow for data reconciliations without erasing any historical asset info and (5) allow for reports and dashboards to navigate through end-end asset tracking.

Service Asset & Configuration (SAC) Management			
REQ#	DESCRIPTION	CRITICALITY	CATEGORY
SAC-1	The new system should have a sophisticated set of <u>discovery tools</u> to collect information about all hardware, software and end-point devices	Mandatory	Asset Discovery

SAC- 2	The new system should have a <u>single repository</u> or database where all the asset information is stored for insights	Mandatory	Single Repository
	The new system should facilitate only <u>authorized access</u> of the single asset repository to read, write and modify activities	Mandatory	Authorized Access of DB
SAC- 3	The new system should have the ability to <u>link the assets</u> , users, colleges, locations, departments, and projects	Mandatory	Asset linking to users
SAC-4	The new system should allow for <u>tracking software and hardware</u> installation information.	Mandatory	H/W and S/W Installation Tracking
SAC-5	The new system should have the ability to track equipment ownership and service history.	Mandatory	Ownership and Service
SAC-6	The new system should have the ability to track maintenance and lease information.	Mandatory	Maintenance and Lease
SAC-7	The new system should have the ability to track hardware defects.	Mandatory	Hardware Defects
SAC-8	The new system should have the ability to track products and support information.	Mandatory	Product & Support
SAC-9	The new system should have the ability to track hardware and software vendor information.	Mandatory	Vendor Information
SAC-10	The new system should have the ability to allow for updating the live environment and reconciling differences between Live vs Repository.	Mandatory	Live vs DB differences
SAC-11	The new system should have the ability to allow for automatically retrieving and storing workstation configurations (CPU, OS version, ROM BIOS, memory info, disk info, printer info, video conf and all system devices)	Mandatory?	WorkStation Tracking
SAC-12	The new system should have the ability to allow for software licenses and software agreements	Mandatory?	S/W Licenses
SAC-13	The new system should have the ability to allow for tracking all infrastructure assets either manually or automatically (catch all)	Mandatory	All Infra Assets
SAC- 14	The new system should facilitate the recording of CI attributes. E.g.: Serial number, version, and location attributes	Mandatory	Capturing CI attributes
SAC-15	The new system should facilitate the automated validation of CI data. All CI names to be unique	Mandatory	Validation of CI data
SAC-16	The new system should allow the establishment of relationships between CI. E.g.: parent/child, peer-to-peer, upstream/downstream relationships	Mandatory	CI Mappings

SAC-17	The new system should support customizable CI lifecycle status mgmt. E.g.: Planned, ordered, implemented, production, in repair/maintenance	Mandatory	CI Lifecycle Status
SAC-18	The new system should facilitate the recording of CI Baseline information. E.g.: reverting to a previous baseline of CI configuration in the event a change fails.	Mandatory	CI baseline
SAC-19	Facilitate the logging of historical changes to the CI record for auditing purposes. For example, installation date, records of changes, previous locations. Is there a limitation on size? Is there archiving capability?	Mandatory	CI Historical Changes
SAC-20	The new system should Facilitate the automated reestablishment of parent and child relationships when CI are added, deleted, or updated.	Nice to Have	Auto Relationships
SAC-21	The new system should have the ability to print inventory reports for all assets	Mandatory	Print Inventory
SAC-22	Ability to track the physical location of the asset	Mandatory	Location of Assets
SAC-23	Historical Information of assets even after they are retired/disposed, even if no physical possession, following CCC Data Retention & Privacy policies	Mandatory	History of Assets

Knowledge Management

Knowledge Management is one of the most useful processes in ITIL as it complements so many other processes, enables end-user self-sufficiency when presented in a service portal, and increases service desk efficiency in resolving incidents and fulfilling requests faster.

As part of the Service Transition stage of ITIL, the goal of the Knowledge Management process is to gather, analyze, store, and share organizational knowledge.

The establishment of an effective Knowledge Management system can have organization-wide impacts on efficiency, quality, and timeliness. Organizations that build useful SKMS systems which efficiently serve customers can benefit in a few different ways, including:

Increase quality of service - An up-to-date knowledge base can offer the shortest route from problem to solution, enhancing your call handling, Incident Management, and request fulfillment processes. Callers to your service desk will benefit from improved quality of service and more timely call handling as you build a knowledge base that technicians can reference to efficiently handle customer requests.

Avoid redundancies in problem solving by democratizing information - Waste occurs when information must be discovered several times by different members of an organization. An updated SKMS helps avoid redundant problem-solving by effectively disseminating information throughout the organization.

Increased worker productivity with more available knowledge - Workers who have access to more organizational knowledge make fewer service desk inquiries and resolve known issues on their own through self-service.

Knowledge Content Creation

- Currently, many colleges do not have access to proper knowledge base articles. In cases where they are present, the content is not up to date or current. The new system should allow for the creation of a sophisticated knowledge base of articles easily accessible to both internal and external customers.
- The content articles should be brief, complete, and easy for a user or agent to follow. The content should be easily searchable with a search engine or bar.
- In cases of complex knowledge blocks, the knowledge base should allow for storage of simple video formatted articles for easy access by the users.
- The system should allow for a separate set of knowledge articles for individual colleges vs the centralized help desk accessed by a sub-set of users.
- **Content Updates:** The new system should allow for ensuring that a knowledge block content is assigned an owner who is responsible for updating the content including videos and content articles. Currently there are some videos available for “How to use Smart Classrooms” etc. but more content related to standard operating procedures related to onboarding and off boarding needs to be developed and made available to end-users and agents in an easily searchable way.
- **Technical Content:** The new system should allow for knowledge management blocks to include screenshots, markings, and journey maps so that the end-user or agent can easily understand and follow the directions.
- **Quick Reference Knowledge blocks** (Service Manuals, How to Package procedures & SOPs): Currently, the infrastructure teams do not have any quick reference access guides for many standard operating procedures which the teams follow for several tickets. The new system should have separate knowledge articles for end-users and agents (mentioned above) and in addition should have separate knowledge articles focused on Infrastructure related issues.
- **Vendor contacting procedures** Simple contact steps to handle external vendors for support on key infrastructure systems and their admin aspects.
- The new system should have knowledge content articles with quick content: 1min videos, quick 2-3 snippets of How To's with markings and 1-page procedures.

Knowledge Structuring

- Currently, there are no knowledge bases separate for colleges and centralized help desk focusing on the specific activities that these separate agents perform. The new system should allow for the creation of knowledge blocks separate for internal and external customers; separate for college level help desk vs. Centralized help desk.
- The new system should also allow for easy access of knowledge blocks for internal faculty training purposes with sequence of steps or procedures or scripted rules so the users can search and navigate on their own during self-help.
- **Search:** The new system should allow for easy search of the KM articles including showing suggestions to the user based on prior-searches and prior ITSM tickets.
- The knowledge management articles should have access control at (1) end-user level, (2) college helpdesk level, (3) infrastructure team and (4) Network and firewall level access control to KM blocks.

This way any KM articles involving Network topologies and IP addresses should not be visible to anyone other than the N/W and Firewall team.

Knowledge Auditing

- The new system should allow for auditing the content of the KM, the overall effectiveness of the KM system with KPIs. The new system should allow for automatic auditing with tracking of the owners frequently updating the KM articles. The new system should also allow for tracking KPIs measuring the overall effectiveness of knowledge auditing.

Linking Knowledge Management into Incident, Problem and Change Management

- The new system should link KM articles to the incidents, problems and CIs and the agents who worked on these incidents while referring to the relevant KM articles.

Knowledge Management (KM) Requirements			
REQ#	DESCRIPTION	CRITICALITY	CATEGORY
KM-1	The new system should provide an ability to <u>create</u> and maintain a single repository of easily searchable knowledge base of articles	Mandatory	Creation
KM-2	The new system should provide the ability to <u>search knowledge</u> base by keyword, Boolean string, or string of characters	Mandatory	Search
KM-3	The new system should have the ability to create KM articles at college level and centralized help desk level (separate and accessible only for those locations)	Mandatory	College & Centralized KBs
KM-4	Provide ability to singular knowledge base that can be queried by both internal and external user community 24/7	Mandatory	Internal & External KBs
KM-5	Provide ability to make knowledge base accessible for <u>training purposes</u> .	Mandatory	Training
KM-6	Provide a knowledge base of solutions for software installation and use, hardware issues, printing, networking, product maintenance, etc.	Mandatory	Scripts & SOPs
KM-7	Provide incident / problem scripts for agent to follow.	Mandatory	Pre-designed Scripts
KM-8	The new system should support auto prompts (based on ML/AI) for users to select the article	Mandatory	Auto Prompts
KM-9	The new system should link KM articles with Incidents or Problems and Agents who worked on with the articles they viewed	Mandatory	WF Linking of KM to Agents
KM-10	The new systems should link Chatbot with KM articles so the chatbot can send email notifications with KB articles to pre-scripted and automated workflow requests	Mandatory	Chatbot Linking of KM to Users
KM-11	The new system should allow agents to assign responsibility to update and make current a set of KB articles	Mandatory	Ownership

KM-12	The new system should allow us to measure and track the proportion of Incident tickets with references to knowledge management links	Mandatory	KM Tracking
KM-13	The new system should allow us to track the overall effectiveness of the KM systems with KPIs (Key Performance Indicators) to measure customer activity, types of users, length of time spent, titles searched and rate of click-thrus etc.	Mandatory	KPIs (Key Performance Indicators)
KM-14	Support integration with and use of commercially available third-party knowledge databases.	Nice to Have	Infrastructure Assets & their KM articles
KM-15	Provide an already established knowledge base for general IT solutions as part of the basic software package.	Nice to Have	S/W Installation Procedures
KM-16	Provide ability to manage access to knowledge base, per user environment and needs.	Nice to Have	User-based specific articles

Dashboards, Reports & Monitoring

The value of timely dashboards that make relevant data more easily and quickly understood, and acted upon, cannot be overstated. Using intuitive, easy-to interpret visualizations, these dashboards help you quickly determine:

Monitor service delivery, quality and commitments with role-based dashboards that provide the real-time information, flexibility and tools needed to easily configure reports through a drag-and-drop interface. Several out-of-the-box dashboards & reports enable organizations to have a single view of operational, financial and productivity metrics to determine how well they are meeting performance and business goals.

The new system's reporting data intelligence should allow you to normalize IT data and map IT data contained in your databases. This will help ensure the data you are providing to the reporting tools is accurate and relevant. Reporting tools that allow you to report from multiple databases so that you can cross reference your findings. Reporting tools designed to report on one software solution or database are not sufficient when creating dashboards

The new system's ITSM reports should help the business executives to be able to make informed decisions regarding IT purchases and organizational structure. They will also see where investment is needed regarding software and hardware tools, or employee training that might be required to reduce service calls.

Golden Record and Migration of data from the Current ITSM System

- The new system should have all historical ticket data migrated from the current system after ensuring proper data quality (accuracy, timeliness, relevancy & linkages, or relationships) to track any old tickets/assets and to correlate with new tickets/assets. Furthermore, the new system should have needed data relationships established for tracking and reporting purposes and for gathering all relations of an incident record or an asset record.

Management Reports (BI)

- The new system should provide dashboards for management to monitor the overall performance of the ITSM system with summary information, ability to drill down and view the reports from multiple business perspectives.

Operational Reports

- The new system should provide operational reports for all incidents, problems and change items with operational information related to how long they took from creation to completion, types of items and who worked on these items.

Ad-Hoc / Custom Reports

- The Current system does not provide for Ad-hoc reports causing the managers to spend quite some time in filtering the excel spreadsheet-based dashboards. The new system should allow for Ad-hoc report creation flexibility for each location leader and the relevant reports could be accessed or repeated on a recurring basis.

Chatbot Reports

- The new system should have the ability to pull reports from the chatbot repository to evaluate the number of tickets passing through the chatbot channel to see how many tickets are answered by the chatbot, how many tickets had to be passed to the agent, types of tickets and nature of the end-user etc.

Customer Satisfaction Reports (ITSM Tickets)

- The new system should have the ability to pull reports focused on customer satisfaction surveys and categorized by college, end-user type, agent groups, type of tickets, category, sub-category, or product), customer feedback and survey questions and answers and other basic ticket attributes. These reports should be easily navigable for analysis and business intelligence.

Reports Delivery

- The new system should deliver reports on a recurring basis to the individual location supervisors for all management and operational purposes. The new system should allow for basic customizations at the user-level that are easily accessible for frequent usage,

Dashboards & Reports (DR) Requirements			
REQ#	DESCRIPTION	CRITICALITY	CATEGORY
DR-1	The new system should provide standard <u>mgmt.</u> Reports, operational reports, and graphs to monitor issues, backlogs, and performance statistics of all tickets.	Mandatory	Standard Mgmt. Reports
DR-2	The new system should provide a flexible <u>querying tool for ad hoc management</u> reports needed by each college	Mandatory	Ad-Hoc Mgmt. Reports Tool
DR-3	The new system should provide management view <u>summary displays</u> of service desk activity with reporting at different levels (colleges, department, students, faculty etc.)	Mandatory	Summary Dashboards

DR-4	The new system should provide the ability to customize screens and reports with minimal coding	Mandatory	Customizations
DR-5	The new system should provide the ability to save customized tracking fields, screens, and toolbars.	Mandatory	Save / Easy-Access of Customizations
DR-6	The new system should provide the ability to <u>monitor response times</u> to assignments by agents, time and other attributes selected by the user	Mandatory	Ad-Hoc Operational Reports
DR-7	The new system should Support backlog ticket analysis and tracking	Mandatory	Backlog Tickets Report
DR-8	The new system should Support aged ticket report	Mandatory	Aged Tickets Report
DR-9	The new system should Provide user-friendly report generator software with graphical user interface.	Mandatory	GUI S/W
DR-10	The new system should provide a reporting interface that is functional, flexible, and <u>user-friendly</u> .	Mandatory	Functional Interface
DR-11	The new system should provide a reporting wizard which will assist staff in the creation of reports	Mandatory	Wizard
DR-12	The new system should provide built-in reporting of <u>KPIs (Key Performance Indicators)</u>	Mandatory	KPIs (Key Performance Indicators) built-in
DR-13	The new system should provide the option to email ad-hoc management and operational reports on a user selected periodic basis.	Mandatory	Email ad-hoc recurring
DR-14	Reporting interface is functional, flexible and user friendly	Mandatory	User-Friendly
DR-15	Report on service commitments – time to acknowledge and respond	Mandatory	Time Reports
DR-16	Built-in reporting of KPIs (Key Performance Indicators)	Mandatory	KPIs
DR-17	The reporting tool should allow staff to filter / hide specific data selected in the report	Mandatory	Filter/Hide
DR-18	Provide ability to download data into popular PC tools like spreadsheets, database, and word processing file formats	Mandatory	Downloading
DR-19	Standard reports that provide feedback on adherence to ITSM processes	Mandatory	ITSM adherence

End-End ITSM Life Cycle Management

Integrations

ITSM integration offers a variety of benefits by removing data silos where data is locked in specific apps that only select employees can access.

Data Silos can cause all kinds of issues. Employees may experience delays after requesting data; they may spend a frustrating amount of time requesting and looking for data; and they may even be unaware that certain data exists, which prevents them from ever using it.

ITSM integration can knock down these silos and solve the negative consequences they created, as it allows employees to receive the data, they need from your ITSM within the apps they are using.

- **It enhances the customer experience.** By working cross-functionally on client issues effectively, your team can consistently minimize its time-to-resolution. This translates to happier clients who are more likely to keep working with your organization over time.
- **It improves the employee experience.** Your new hires receive a better onboarding experience, as they are able to get the resources they need from the get-go; and employees can avoid tedious tasks, like app hopping and data entry, as they only need to perform an action in a single app once.
- **It minimizes costly human errors.** Performing extensive data entry leaves your organization vulnerable to all kinds of issues that can impact clients and employees. Incidents can be accidentally assigned to the wrong colleague; new hires can get provisioned with the wrong set of apps and equipment; employees can move slowly in escalating an issue—and the list goes on.

Integrating your ITSM with other apps prevents issues like these from bubbling up, as it allows you to streamline error-prone tasks across your apps. It paves the way for digital transformation. Once your apps are integrated, you can implement end-to-end automations across your apps, teams, and data that can fundamentally transform the way your business operates. This applies to all kinds of processes in HR, finance, sales, marketing, support, and IT.

Process Integrations – Incident, Problem & Change Management

- The new system should have a seamless integration of incident, problem and change management process flows so a ticket could flow through all these 3 areas. In addition, the workflows, and statuses of each of these problems should be visible to any process flowing downstream. It is expected that the new system will store the statuses, agents worked on, dates and all relevant information for each of these phases in a single database or repository for end-end access.

Capability Integrations – Knowledge Management

- The new system should integrate knowledge management articles with Incident, Problem and Change management wherever relevant in conjunction with Self-Service and Automatic Workflows as mentioned in the process flows (see Incident, Problem and Change Management Process flows) above.

Event Integrations (Basic) – Service Asset & Configuration Management

- The new system should not only track and link the asset inventory and users but also integrate with basic external systems that generate systemic alerts and events (E.g.: Cisco ISE). The new system should track these events, correlate these events, and send basic alerts and notifications if it assesses any critical events.

End-End ITSM Integrations – Other Systems

- **Integrations with other systems (to enable ESM (Enterprise Service Management)):** The new system should integrate (at least read data) with upstream and downstream systems for an end-end integration needed for business insights. Specifically, CCC uses PeopleSoft for all financial, purchasing and procurement and I CRM (Customer Relationship Management) system. The new system should integrate with the current Procurement and HR systems including PeopleSoft (PeopleSoft CS9) and potentially Salesforce systems. In addition, the new system should also integrate with any peripheral systems that the current ITSM system is using (E.g.: DocuSign) as part of the end-end ITSM value-chain.
- **Data Migration from Current System:** The new system should have all historical ticket data migrated from the old system to track any old tickets and to correlate with new tickets. Furthermore, the new system

should have needed data relationships established for tracking and reporting purposes and for gathering all relations of an incident record or an asset record.

- **Phone system & Call Center Software Integrations:** The new system should integrate with CCC's current phone system (Mitel) and contact center software to record calls, voicemails, and Live chat. The new system reports should be able to create reports (both management and operational reports) and dashboards based on these call recordings. The new system should allow for an integrated view of Phone System, Call Center Software and the ITSM system to track agent performance, quality and other KPIs.

BI Systems & Visualization Tool Integrations

- The new system with its centralized repository should integrate with visualization tools like Tableau for all BI dashboards and specialized reporting. The new system should allow for tighter integration through simple ways, allowing API (Application Programming Interface) access for needed data, dashboard navigation, ad hoc reporting, and front-end customizations.

Integrations (INT)			
REQ#	DESCRIPTION	CRITICALITY	CATEGORY
INT-1	The new system should integrate with CCC's current Identity & Access Management system for Single Sign-on	Mandatory	Single Sign on
INT-2	The new system should integrate with CCC's Email system which is Microsoft M365 and Outlook	Mandatory	Email
INT-3	The new system should integrate with CCC's existing Telephone Queue	Mandatory	Telephone
INT-4	The new system should integrate with open chatbot platforms for ML/AI capabilities	Mandatory	Chatbot
INT-5	The new system should read or integrate the current system database for all historical or past tickets needed for correlations	Mandatory	Current System Database
INT-6	The new system should read or integrate with PeopleSoft the current financial and procurement system	Mandatory	Peoplesoft
INT-7	The new system where needed should integrate with DocuSign where document signing is needed (E.g.: Change Advisory board documents)	Mandatory	DocuSign
INT-8	The new system should integrate with Salesforce which is the current and new CRM (Customer Relationship Management) system of CCC	Desire	CRM/Salesforce
INT-9	The new system should integrate with Teams used by all internal users of CCC including Faculty and	Desired	Teams

Support & Training

Technical Support

- The vendor of the new system should provide complete implementation support and project management support. The vendor should also provide a complete set of user manuals for all software functionality to document and explain the system features and functions. These manuals should also

contain technical documentation for support staff including system overviews, design, flowcharts, and file layouts.

- The vendor should also indicate to what degree the solution adopts ITIL best practices and any ITIL processes not supported.
- The vendor should also provide future software release and updates to all modules as part of regular software maintenance
- The new system should also provide live backup of the database with all data and should also include powerful data important and export utilities.

Training

- The vendor should provide on-site training to all agents in operating the new system and in providing training to the end users and IT staff.
- The new system should also make the knowledge-based articles available for all training purposes.
- The new system should provide live backup of the database with all data and should also include powerful data important and export utilities.
- Currently, the colleges have “faculty week” training sessions to inform the faculty of the required training that they should go through.
- The new system should allow for agent skills and competency evaluation and related cross-training needed to operate the ITSM system. This should include a quick checklist of key skills and related training modules including operating the system remotely or from home to enable work from home.

Continual Improvement & Change Management

The Continual Improvement Model provides simple and logical steps for an improvement initiative at any scale. It can be seen as a guide to help sustain improvement initiatives, from the very beginning to the end. The model has an iterative approach, which means it divides the work into manageable pieces with set goals.

Using the model increases the possibility that ITSM initiatives turn out to be successful. The continual improvement model puts focus on customer value and makes sure that all improvement initiatives are linked to the organization’s vision.

The model is applicable to small initiatives like service or operation improvement, but also to organizational changes. The approach is always the same, the techniques can differ depending on the size of the initiative.

The ITSM Attainment Model has five levels, each one building on the next. The model considers the aspects of cost, risk, time, and quality at each level. Sometimes IT teams attempt to skip levels, but often, teams are more successful as they build upon the foundation of each preceding step.

Level 1: Unmanaged

- To provide some context, support activities at the **Unmanaged level** are very tactical and reactive. Help-desk staff activity is heavily biased toward firefighting on a first-come, first-served basis. Key service management activity is the logging and tracking of tickets. Agent tools are not extensive nor connected to other systems. Most processes are manual without consistent workflows or standards, with little to no reporting.

Level 2: Tracking

- Level 2 focuses on tracking what work comes into the service desk, with the goal of improving operational stability and usually driven by IT. Activities center on basic help-desk tools to better handle and track incidents, break/fix, and requests, and measuring response times. Automation is introduced but usually with little integration into other tools. Analysts respond to issues without being strategic. They deal with many manual tasks such as asset acquisition, without full visibility into business needs and impact.

Level 3: Managed

- Building on the tracking capabilities found in Level 2, **Level 3** focuses on increasing operational effectiveness. IT teams can shift from tracking how work comes in, to managing how work gets done within IT. At this level, the IT team starts becoming more proactive in “the what and the how” of resolving issues to better support users and the business.
- Teams start applying management principles of resource allocation and activity prioritization, along with formalizing and communicating standard processes across IT. Staff starts tracking and understanding service impacts when a portion of the IT infrastructure changes or when major incidents occur. Teams begin implementing configuration management processes—along with the beginnings of a Configuration Management Database (CMDB)—for better insight into supported IT assets.

Level 4: Optimized

- At Level 4, its goal is to be viewed as a key partner for other business units, or as one IT executive said, “We have a seat at the table now.”
- The focus shifts from an internal perspective to an external one that provides an improved and engaging user experience that better supports new business opportunities and initiatives. This is often combined with efforts to better coordinate and plan projects—frequently involving the Corporate Project Office (if there is one) given the larger scope and impact of business-critical projects.
- IT interactions move beyond the service desk and Tier 1-2 support teams to now include greater collaboration across Line of Business (LOB) units. LOBs (Line of Business) start recognizing how IT services impact business outcomes directly, for example, with customer- or channel-facing applications. IT roles and policies are more formalized, with LOBs (Line of Business) more involved in determining policies and related services.

Level 5: Transformed

- At Level 5, all enterprise ITSM capabilities come into play. Reactive issues and processes are well controlled; governance and policies are in place and performing well. A culture of collaboration extends throughout and beyond IT with proven results. IT is poised to not just accelerate the business but to enable a digital transformation of the business.
- The primary business driver for digital transformation is to increase innovation and boost competitive advantage. IT is critical to a successful transformation of the business, working in partnership with the business and executive management in a cross-organizational approach. Projects, initiatives, and supplier relationships are tightly managed in a comprehensive Service Portfolio.

A Process of Ongoing Improvement.

- Progression along the model must be viewed as a business initiative for ongoing improvement and transformation to support the business, not just as an IT project only. Metrics and reports should tell a supporting narrative to build ongoing support and investment for the goals at each level. Teams should remember that this is an ongoing journey where each improvement and realized milestone should be recognized and celebrated as the successes they indeed are.
- ITSM capabilities deliver the functionality and services you need today while providing the flexibility to grow as your needs expand. You improve your alignment of IT and the business, and IT becomes more of a strategic business partner.

KPIs for Continual Improvement (CI)			
REQ#	DESCRIPTION	CRITICALITY	COMMENTS
CI-1	Number of Service Reviews	Mandatory	Service Reviews
CI-2	Number of Identified Weaknesses	Mandatory	Service Reviews
CI-3	Number of Process Bench markings, Maturity Assessments and Audits	Mandatory	Process Reviews
CI-4	Number of Process Evaluations	Mandatory	Process Reviews
CI-5	Number of Identified Weaknesses	Mandatory	Process Reviews
CI-6	Number of CSI Initiatives	Mandatory	Monitoring CSIs (Continual Service Improvement)
CI-7	Number of Completed Initiatives	Mandatory	Monitoring CSIs (Continual Service Improvement)

Structuring Service Desk for Maturity

- The new system should allow for a solid organizational structure that supports your processes. It is the hidden work that signifies a mature system.
- Standardization is essential to creating an environment that is mapped to your business' needs, allowing for the vast configuration that will make the service desk more intuitive and maximize its potential to have the best possible impact.
- Building a solid organizational structure for your service desk also helps to hold each sector of your business accountable by aiding in assigning roles and responsibilities, enforcing improved processes, and outlining the order in which certain actions are taken and prioritized.
- When structuring your service desk, you will first need to assess all facets of the existing ITSM and make improvements from the ground up. Consider utilizing the methods below to provide your organization with the structure it needs to properly task and funnel service desk inquiries.

Faster Response Time

- Employing a tiered system to navigate your service desk allows your business to respond faster and more efficiently. Through a funneling process, open tickets are escalated to certain types of support based on the level of technical specificity required.

- With a tiered system, all customers are initially directed to a single point of contact. There, they confirm the issue and are sent to either Level 1, a frontline service desk team member; Level 2, a second-tier support member with a deeper generalist skill set; or Level 3, a specialist with knowledge of specific applications or technology. Because issues are resolved more efficiently with less time on hold or being tossed around through the system, this model reports a higher customer experience (CX).

Automate & Empower

- By shifting end-users from specialists to generalists and from generalists to self-service, users experience a boost in satisfaction and companies see lower service support costs. Companies save on support costs by better filtering common issues or easily resolved requests at the front of the funnel while pushing the most complex technical problems up to more skilled, higher-level service desk members. Typically, organizations have analysts resolve most incidents, meaning companies are using their most skilled and highly paid specialists to address the least complex issues. Shifting left allows those issues to move to self-service (lower cost per ticket) and generalists (lower paid), saving businesses on the cost of labor while still offering a satisfactory experience.

Test often and Right Away

- Another thing to consider when rolling out the shift-left strategy is to test frequently. Traditionally, organizations focus on testing right before a release, putting off the process of correcting errors until after implementation. But delaying testing can make it harder to detect shortcomings later once the portal is already in use.
- To achieve a higher level of stability, combine automation coding and testing into one activity to immediately uncover any pitfalls in the automation. With the shift-left approach and ample time to measure and tweak responses, your organization can detect defects earlier and quickly improve the overall quality of the application for users.

Engaging Agents to ensure Quality data is captured

- Accountability is at the heart of a well-structured organization. Without the importance placed on roles and contribution to the service desk, the standardization of the service desk will not be successful. Members across IT and beyond must be fully engaged and understand their purpose in providing unwavering service support.
- Start by analyzing your ITSM dashboard and ensure the right metrics are captured. Every system should be built to gather information that shapes the goal of your organization. The first step to engaging your technicians is to help them identify quick-win and high-priority tickets as well as anticipate potential SLA breaches. From there, introduce meaningful metrics for them to focus on, including end-user satisfaction, ticket volume, first-contact resolution, and the average time to resolve incidents or fulfill service requests.
- Leveraging a healthy relationship with your team and allowing them ownership in the structuring process of the service desk will undoubtedly have lasting effects on the quality of your rollout. Communicate your goals and reward anticipating the needs of your users. Whichever of these methods you choose, you will start to see consistent maturation of your ITSM.

EXHIBITS

EXHIBIT I – TECHNICAL INTERROGATORIES

APPENDICES

APPENDIX I – TERMS AND CONDITIONS REGARDING COMPLIANCE WITH THE MINORITY BUSINESS COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT

APPENDIX II – ETHICS ORIENTATION FOR CONTRACTORS/VENDORS

APPENDIX III – ECONOMIC DISCLOSURE INSTRUCTIONS AND ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

APPENDIX IV - IRS W-9 INSTRUCTIONS AND FORM

APPENDIX V – PROFESSIONAL SERVICES AGREEMENT (for informational purposes only, do not complete/submit with proposals)

Appendix 1

**Terms & Conditions Regarding Compliance with the Minority Business
Commitment and the Women Business Enterprise Commitment**

**Terms & Conditions Regarding
Compliance with the City Colleges of Chicago's
Minority Business Enterprise (MBE) and
Women Business Enterprise (WBE) Participation Plan**

SECTION 1: INTRODUCTION

1. The Board of Trustees of Community College District No. 508. (The "Board") has adopted the amended Minority and Women Business Enterprise Plan (The "Plan") to ensure that Minority Businesses and Women Businesses shall have maximum feasible opportunities to participate on City Colleges of Chicago contracts, and to remedy the effects of historical discrimination while minimizing its impact upon Non-MBE and Non-WBE businesses. The Plan includes goals for participation of certified MBE and WBE firms, and the Bidders/Proposers utilization of such firms is considered in determining responsibility in performing this contract.
- 1.1 The purpose of the revised Terms and Conditions is to describe the current requirements of the Plan including the MBE and WBE goals that have been established for this contract and certain administrative and procedural provisions.

Bidders/Proposers are required to submit information specifying the percentage of the total contract that will be performed by certified MBE and WBE firms on the attached Schedules.

SECTION 2: POLICY STATEMENT AND TERMS

- 2.1 It is the policy of the Board to ensure that the City Colleges of Chicago take all possible steps consistent with applicable law to insure that Minority Business Enterprises and Women Business Enterprises are afforded a fair and representative opportunity to participate fully in this institution's contracting.
- 2.2 Consistent with this policy it shall be the responsibility of all contractors to exhaust all feasible means to ensure significant participation by certified MBEs and WBEs.
- 2.3 Failure to carry out the commitments and policies set forth in this Plan shall constitute a material breach of contract and may result in termination of the contract or such other remedy as the Board deems appropriate.

SECTION 3: DEFINITIONS

- 3.1 The following words as used herein shall have the meanings indicated below unless the context clearly indicates otherwise.

- a. **Board of Trustees or Board** shall mean the Board of Trustees of Community College District No. 508.
- b. **Certified** means any business or individual which has been certified by any of the CCC approved certifying agency to be an MBE or WBE and is on the Board's list of certified MBEs or WBEs.
- c. **Chancellor** shall mean the Chancellor of City Colleges of Chicago or his/her designee.
- d. **City College** shall mean the City Colleges of Chicago.
- e. **Commercially Useful Function** shall mean the execution of a distinct element of work with actual performance, resources, management and supervision.
- f. **Financial and Administrative Service Committee** shall mean the Financial and Administrative Service Committee of the Board of Trustees of Community College District No.508 or such other committee as the Board of Trustees may from time to time designate.
- g. **General Contractor** shall mean a firm that has entered into a contract with the Board to provide goods or services.
- h. **Joint Venture shall** mean an association between two or more independent businesses formed to perform a specific contract.
- i. **Minority or Minority person** shall mean a person who is a citizen or lawful permanent resident of the United States, who is a member of an identified racial/ethnic population group, specifically, Black, Hispanic, Asian, or any other racial/ethnic population group that the Chancellor determines, after notice and hearing, to suffer discrimination in the Chicago area and who has participated, or has attempted to participate, in the Chicago area market.
- j. **MBE or Minority Business Enterprise** shall mean a certified business that is owned and controlled by a Minority or Minorities that is certified as an MBE as defined in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- k. **Person** shall mean a natural person, or partnership, corporation or joint venture.
- l. **Subcontractor** shall mean a business that has entered into a contract with a General Contractor to provide goods or services pursuant to a contract between the General Contractor and the Board.

- m. **WBE or Women Business Enterprise** shall mean a certified business that is owned and controlled by a woman or women, that is certified as a WBE as provided in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- n. **Woman or Female** shall mean a person who is a citizen or lawful permanent resident of the United States who us of female gender.

SECTION 4: PARTICIPATION GOALS

4.1 Percentages of Participation

Goals for participation by certified MBE and WBE firms for this Contract shall be not less than the following percentage of the **total contract value**:

MBE Participation goal: 25%

WBE Participation goal: 7%

4.2 Bidder/Proposer's Commitment and Responsibility

Each Bidder's commitment to the utilization of certified MBE and WBE firms shall be considered as further evidence of the responsibility of the Bidder/Proposer. Further, the Contractor agrees to use its best efforts to include certified MBE and WBE firms in any Contract modifications, amendments and renewals.

SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

- 5.1 The following documents constitute the Bidder/Proposer's MBE/WBE Compliance Plan and must be submitted with the bid or proposal:

A. Schedule A: Affidavit of MBE/WBE Goal Implementation Plan

Bidders/Proposers must submit, together with the bid/proposal, a completed Schedule A committing them to the utilization of each certified MBE/WBE firm listed.

Except in cases where the bidder/proposer has submitted a complete request for a waiver or variance of the MBE or WBE goals in accordance with Section 8 (below), the bidder/proposer must commit to the expenditure of an estimated percentage of their proposed contract value. Specific dollar amounts of participation by each certified MBE/WBE firm should also be included on the Schedule A as practicable.

Additionally, the total dollar commitments proposed for certified MBE firm(s) must at least equal the MBE goal, and the total dollar commitment to propose certified WBEs must at least equal the WBE goal.

All commitments made on the bidder/proposer's Schedule A must correspond with those presented on the Schedule C documents that are described below.

Additionally, a fully completed and executed Schedule A must be submitted with the bid/proposal when due. Failure to submit the completed Schedule A or a waiver request in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

B. Schedule C: Letter of Intent

A Schedule C [Schedule C-1 (MBE/WBE Bidder/Proposer or Schedule C-2 (Joint Venture Partner) as described herein] must be completed in its entirety and executed by each certified MBE and WBE firm listed on the Schedule A and submitted with the bid/proposal.

The Schedule C must accurately detail the work to be performed by the certified MBE or WBE firm at the agreed rates and prices to be paid. Additionally, the certified MBE and WBE firm's scope of work, as detailed on their Schedule C must conform to their area of specialty included in the certification letter as described below.

Additionally, all fully completed and executed Schedule Cs must be submitted with the bid/proposal when due. Failure to submit the completed Schedule C(s) in accordance with this section will be cause for finding bid/proposal non-responsive and may result in rejection of bid/proposal.

C. Letters of Certification & Certification Determination

A copy of each proposed MBE and WBE firm's current letter of certification must be submitted with the bid/proposal as a complement to the Schedule A and C. All letters of certification must include a statement of the certified MBE/WBE firm's area of specialty.

In order to be designated as a certified Minority Business Enterprise (MBE) or as a Women Business Enterprise (WBE) in City Colleges of Chicago contracting activity a firm must be verified as such by agencies known and accepted by CCC.

Specifically, the following agencies confer the designation and are accepted by the Office of Contract Compliance:

- 1) The City of Chicago;
- 2) Cook County;
- 3) The State of IL—CMS ;
- 4) National Minority Supplier Development Council and its regional affiliates including the Chicago Minority Supplier Development Council
- 5) Women Business Enterprise National Council and its regional partner organizations including the Women's Business Development Center in Chicago and

Certifications will also be considered from conferring government agencies in other states and major metropolitan cities on a case by case basis.

D. Schedule C-2 & Joint Venture Agreements

If the bidder/proposer's MBE/WBE proposal includes the participation of certified MBE or WBE firms as a joint venture on any tier (either as the bidder/proposer or as a subcontractor), the bidder/proposer must provide a copy of the joint venture agreement, as a part of Schedule A submission.

In order to demonstrate the certified MBE or WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the MBE or WBE firm that is a party to the Joint Venture must complete the Schedule C-2.

Additionally, the joint venture agreement must complement the Schedule C-2 and include specific details related to: (1) contributions of capital and equipment (2) work responsibilities or other performance to be undertaken by the certified MBE/WBE firm; (3) the commitment of management, supervisory and operative personnel employed by the certified MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g. check signing authority).

5.2 Correct Completion of Schedules

The MBE/WBE Compliance Plan must have all blank spaces on both of the Schedules applicable to the Contract correctly filled in.

Agreements between a Bidder/Proposer and a certified MBE and certified WBE in which the certified MBE/WBE promises not to provide subcontracting quotations to other Bidders/Proposers are prohibited.

5.3 Deficient Compliance Plans

Upon receipt of the Compliance Plan submitted with the bid/proposal, the Office of MBE/WBE Compliance will determine if the bid/proposal is responsive. A bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer's response did not contain a sufficient level of certified MBE or WBE participation or an approved waiver request.

During the period between bid opening/proposal due date and contract award the MBE/WBE Plan will be evaluated by the Office of M/WBE Contract Compliance for the following:

- 1) MBE and WBE Performance of a commercially useful function
- 2) Analysis of industry standard for sub-contracting (if applicable)
- 3) Scope of services versus certification letter specialty area
- 4) Accurate levels of compliance
- 5) Due diligence efforts to support waiver request (if applicable)
- 6) Certification renewal status
- 7) MBE/WBE execution of Schedule C
- 8) Compliance history on previous contracts with CCC and its sister agencies

The Bidder/Proposer agrees to provide, upon request, earnest and prompt cooperation to the Office of M/WBE Contract Compliance in submitting to interviews that may be necessary, in allowing entry to places of business, in providing further documentation, or in soliciting the cooperation of a proposed certified MBE or WBE firm in providing such assistance.

Additionally, a bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer was unresponsive or uncooperative when asked for further information relative to the bid/proposal, or that false statements were made in the Schedules.

SECTION 6: COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

6.1 Only certified MBE and WBE participation shall be counted toward the MBE and WBE goals set in this Contract and applied as follows:

A. Direct Participation

An MBE or WBE firm should be used directly in the performance of the scope of services that the Bidder/Proposer is providing for the District. The MBE or WBE's total contract value can be credited towards the participation goals for direct participation.

B. Indirect Participation

In the event the Bidder/Proposer's specific scope of services does not provide an opportunity for direct subcontracting, the Bidder/Proposer must consider other ways to engage MBEs and WBEs to meet the contract participation goals.

The expenditures with MBE and WBE vendors that are being used in the Bidder/Proposer's overall business operations for goods or services that are ancillary to the CCC contract such as transportation, advertising, accounting, landscaping, office supply can be credited at 100%.

C. Commercially Useful Function (CUF)

A Bidder/Proposer may count toward its MBE and WBE goal only expenditures to certified firms that will perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for a distinct element of work of a contract and carries out the

responsibilities by actually performing, managing, and supervising the work involved using its own resources.

The Office of M/WBE Contract Compliance will use a variety of methods to determine whether or not an MBE or WBE is performing a CUF at any time (pre-award, during contract execution and/or during the contract close-out phase) including but not limited to:

- 1) Project site visits;
- 2) Documentation requests and/or
- 3) Interviews with MBE or WBE owners or employees

D. MBE/WBE Subletting

Consistent with normal industry practices, a certified MBE or WBE subcontractor may enter into further subcontracts. If a certified MBE/WBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the certified MBE or WBE shall be presumed not to be performing a commercially useful function. Evidence may be presented, in writing, to the Office of M/WBE Contract Compliance by the contractors involved to rebut this presumption.

E. Counting MBE/WBE Manufacturers

A Contractor may count toward its goals expenditures to certified MBE or WBE manufacturers (i.e., suppliers that produce goods from raw materials or substantially alters them before resale) at 100%.

F. Counting MBE/WBE Suppliers

A Contractor may count 100% of its expenditures with certified MBE or WBE suppliers toward its compliance goals provided that the supplier performs a commercially useful function in the supply chain process and is a regular dealer.

G. Counting Total Dollar Value Awarded To Certified MBEs/WBEs

The total dollar value of contract awarded to a certified MBE or WBE firm shall only be credited to one of the respective certification statuses. The Contractor employing the certified firm may choose the goal to which the contract value is applied—either MBE or WBE; not both.

Work done by one and the same subcontractor shall be considered, for the purpose of this principle, as work effectively under one subcontract only, in which the subcontractor may be counted toward only one of the goals, but not toward both.

H. MBE/WBE Controlled Firms

If the Bidder or Proposer is a certified MBE most of the total contract value can be counted toward the fulfillment of the MBE goal and similarly, if a WBE is the Bidder or Proposer, most of the total contract value can be counted toward the fulfillment of the WBE goal. However, MBE Bidders/Proposers must obtain a certified WBE subcontractor and a WBE Bidder/Proposer must obtain a certified MBE subcontractor to meet the respective goals.

Additionally, if a firm is certified as both an MBE and WBE, they can only use one of the certification statuses to fulfill one of the goals; not both.

MBE and WBE Bidder/Proposers must submit a Schedule C-1 which outlines their intent to subcontract any portion of their work they do not plan to self-perform.

Moreover, an MBE or WBE Bidder/Proposer must submit a Schedule A, Schedule C(s) for MBE or WBE subcontractors, and certification letters for themselves and any other MBE or WBE they may be utilizing on the contract.

I. Counting Total Dollar Value of Eligible Joint Ventures

A Contractor may count toward its MBE or WBE goal the portion of the total dollar value of a contract with an eligible joint venture equal to the percentage of the ownership and control of the MBE or WBE partner in the joint venture. A joint venture seeking to be credited for MBE participation may be formed among certified MBE and WBE firms, or between certified MBE and WBE firms and a non-MBE/WBE firm. A joint venture satisfies the eligibility standards of this Plan if the certified MBE or WBE participant of the joint venture:

1. Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and
2. Is responsible for a clearly defined portion of work to be performed in proportion to the certified MBE or WBE ownership percentage.

A Schedule C-2 and Joint Venture agreement must be submitted to support utilizing an MBE or WBE as a Joint-Venture participant.

6.2 A Contractor may count toward its MBE/WBE goal the following expenditures to certified firms that are not manufacturers or regular dealers:

A. Fees or Commissions For Providing Services

The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

B. Fees For Delivering Materials and Supplies

The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

C. Fees or Commissions For Bonds or Insurance

The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Office of M/WBE Contract Compliance to be reasonable and not excessive as compared with fees customarily allowed for similar services.

SECTION 7: CHANGES TO MBE/WBE PARTICIPATION PLAN

7.1 Termination of Scope of Work Not Permitted

After submitting executed MBE and/or WBE sub-agreements to the Office of M/WBE Contract Compliance, the Contractor shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the certified MBE or WBE firm, nor decrease the price to the MBE or WBE firm, without in each instance receiving the prior written approval of the Office of M/WBE Contract Compliance.

7.2 Substitutions

If it becomes necessary to substitute an MBE and/or WBE to fulfill the Contractor's MBE and/or WBE commitments, the Office of M/WBE Contract Compliance must be given reasons justifying the release of prior specific MBE and/or WBE commitments established in the Contractor's bid/proposal in order to review the propriety of the proposed substitution.

A substitution of MBE or WBE firms cannot be made without prior approval from the Office of MBE/WBE Compliance. In addition to the explanation provide above, the approval process must include a revised Schedule A, a Schedule C for the replacement firm(s) and current certification letter(s).

The approval process should also include concurrence from the affected MBE or WBE received either proactively from the Prime Vendor or by the Office of MBE/WBE Compliance.

SECTION 8: WAIVERS of MBE and WBE GOALS

8.1 Inability to Meet Participation Goals

If a Bidder/Proposer is unable to identify certified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for a contract, the bid/proposal must include a Schedule D (written request for waiver). Submission of the Schedule D is not an automatic approval of the requested waiver.

The approval of the requested waiver will be based, in part by the supporting documentation demonstrating the Bidder/Proposer's inability to obtain sufficient certified MBE and WBE firms, notwithstanding good faith attempts to achieve such participation.

Examples of such good faith efforts may include, but are not limited to, the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
 - f) the name, address and telephone number of the certified MBE and WBE firms contacted;
 - g) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - h) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- i) A statement of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- j) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- k) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- l) General efforts made to assist MBE and WBE firms to overcome

participation barriers.

8.2 **Unacceptable Basis for Waiver Request**

If the bidder/proposer does not meet the MBE/WBE goal, price alone shall not be an acceptable basis for which the bidder may reject a certified MBE/WBE sub-bid/proposal unless the bidder can show to the satisfaction of the Office of M/WBE Contract Compliance that no reasonable price can be obtained from a certified MBE/WBE.

A determination of reasonable price is based on such factors as the estimate for the work under a specific subcontract, the bidder's own estimate for the specific subcontract, and the average of the bona fide prices quoted for the specific subcontract. A bid from a certified MBE/WBE for a subcontract will be presumed to be unreasonable if the MBE/WBE price exceeds the average price quoted by more than 15 percent.

8.3 **Subsequent Waiver by Request of Contractor**

During the performance of a contract, a contractor may request a partial waiver from compliance with its original MBE or WBE proposal for the following reasons:

- a) Due to substantially changed circumstances the contractor is unable to meet the previously stated MBE or WBE goal(s);
- b) Despite every good faith effort on the part of the contractor, it is unable to meet the previously stated MBE or WBE goal(s)

8.4 **Waiver Initiated by City Colleges of Chicago**

The Chancellor or their designee may grant a waiver from MBE or WBE requirements for an individual contract upon a determination that there are insufficient certified MBEs or WBEs available to fulfill such requirements for that particular contract.

A determination by the Chancellor to waive MBE or WBE requirements for an individual contract must be stated in writing, and placed in the appropriate project file.

SECTION 9: REPORTING AND RECORD-KEEPING REQUIREMENTS

9.1 **Execution of Subcontract By Contractor**

The Contractor, within five (5) working days after Contract award, shall execute a formal subcontract or purchase order in compliance with the terms of the Contractor's bid/proposal and MBE and WBE assurances and should be submitted to the Office of MBE/WBE Compliance within three (3) business days if requested by the Office of MBE/WBE Compliance.

In addition, each subcontract between the Bidder/Proposers and any certified MBE or WBE firm performing work on the Contract shall include remedies for non-

compliance with the commitment to MBE and WBE participation, including an agreement to pay damages to the certified MBE and WBE firms which were underutilized.

9.2 Payments to MBE and WBES

During the performance of the Contract, the Contractor shall file regular MBE and WBE payment reports, on the form entitled "Monthly and Quarterly Report of Payments to MBE and WBE Subcontractors."

Additionally, invoices and/or other documentation must be submitted to the Office of MBE/WBE Compliance within five (5) days upon request to support the utilization of MBEs and WBEs.

9.3 Maintenance of Relevant Records

The Contractor shall maintain records of all relevant data with respect to the utilization of certified MBE and WBE firms, including without limitation payroll records, tax returns and records, and book of accounts, and retain such records for a period of at least three (3) years after final acceptance of the work. Full access to such records shall be granted to the Office of M/WBE Contract Compliance or its designee, on five (5) business days' notice in order to determine the Contractor's compliance with its MBE and WBE commitments and the status of any certified MBE or WBE firm performing any portion of the Contract.

SECTION 10: NON-COMPLIANCE WITH MBE and WBE PARTICIPATION GOALS

10.1 Compliance Audits

Whenever the Office of M/WBE Contract Compliance believes that the contractor or any of its subcontractors may not be operating in compliance with this Plan, it shall conduct an appropriate investigation.

10.2 Notification regarding Non-compliance

Upon indications of inadequate compliance or non-compliance, the Office of M/WBE Contract Compliance will notify the contractor and the subcontractor, in writing.

The Office of M/WBE Contract Compliance, the contractor or subcontractor may request an opportunity to meet to discuss MBE/WBE contract compliance. The contractor or subcontractor shall make such request to the Office of M/WBE Contract Compliance in writing within five (5) working days of receiving notice. The meeting shall be scheduled by the Office of M/WBE Contract Compliance at a reasonable date, time and place, with notice to contractor and subcontractor.

10.3 Determination of non-compliance

If after notification and subsequent discussions, the Office of M/WBE Contract

Compliance determines that a contractor is not meeting or has not met applicable MBE or WBE goals and is not demonstrating or has not demonstrated every good faith to meet the goals, the contractor shall be subject to suitable sanctions as set forth in paragraph 10.3 A (Sanctions) below.

10.4 MBE and WBE Remedies For Prime Vendor Non-Compliance

The unexcused reduction of certified MBE or WBE participation in connection with the Contract including any modification thereof, shall entitle the affected certified MBE and WBE firms to payments pursuant to such agreement. Such provisions shall include an undertaking by the Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than the City Colleges of Chicago, with reasonable expenses, including attorneys' fees, being recoverable by a prevailing certified MBE or WBE. Nothing herein shall be construed to limit the rights of and remedies available to the City Colleges of Chicago.

10.5 Sanctions for Non-compliance

A. Terms and Conditions of Plan Applying To All Contracts

The MBE/WBE requirements of these Terms and Conditions shall be incorporated into all of the contracts between City Colleges and its vendors. In addition to any other remedies City Colleges may have, the following apply:

Where the Office of M/WBE Contract Compliance determines the conditions set forth in Section 10.3 above to exist during the term of the contract, the Office of M/WBE Contract Compliance may recommend that the Board suspend or terminate the contract, in whole or in part, and may also declare the contractor ineligible for future contracts for a period of two (2) years.

The Contractor shall be liable to the City Colleges for any consequential damages incurred as a result of suspension or termination of the contract including damages arising either from delay or increased price in securing performance of the work by other contractors, attorney's fees and court cost.

Where the Office of M/WBE Contract Compliance determines the conditions set forth in paragraph 10.3 above to exist at the conclusion of a contract, the Office of M/WBE Contract Compliance may declare the contractor ineligible for future contracts for a period of two (2) years.

If a Contractor has provided false or misleading information in connection with certification, bid or proposal documents, compliance progress reports, or any other aspect of this Plan, the Office of M/WBE Contract Compliance may impose any of the sanction described in paragraph 10.5 (Sanctions) and all its subsections.

If there is a bona fide payment dispute between a Contractor and its certified M/WBE subcontractor for work performed under the Plan, the City Colleges may withhold payment of the disputed amount from the Contractor and place such

funds in an interest bearing account pending resolution of the dispute, by judicial or other means.

B. Contractor's Right To Appeal Decision

A contractor shall have the right to appeal a decision from the Office of M/WBE Contract Compliance declaring it ineligible for future City College contracts. Such appeal shall be made to the Chancellor or his/her designee.

C. Sanctions Available To The City Colleges of Chicago

The failure of City Colleges to impose any sanction it may have under this Section shall not be deemed a waiver of its right to impose such a sanction for subsequent violations. The listing of sanctions available to City Colleges in paragraph 10.5 A shall not be deemed to exclude any other sanctions or remedies available at law or in equity.

SCHEDULE A
MBE / WBE Goal Implementation Plan

NOTE: The bidder/proposer shall, in determining the manner of MBE/WBE participation, must first consider involvement with MBE/WBE firms as joint venture partners, direct subcontractors, and suppliers of goods and services directly related to the performance of this contract. A service not directly related to the scope of services, but utilized during the bidder/proposer's normal course of business is considered indirect.

Additionally, all MBE/WBE firms included in this plan must be currently certified as such by at least one of the following agencies acknowledged by the City Colleges of Chicago (City of Chicago, Cook County, State of IL, Chicago Minority Supplier Development Council and regional affiliates and/or the Women's Business Development Center and its regional affiliates).

Project Name& Number _____

In connection with the above referenced project I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of:

(Company Name)

(Printed Name and Signature of bidder/proposer's authorized representative)

located at: _____
(Address, City & Zip)

and I can reached at _____ or via email at _____
(phone number)

The certified MBE and WBE participants on this project include (attach additional sheets as necessary):

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title: <input type="checkbox"/> <input type="checkbox"/>	Contact Phone:
Contact Email:	MBE Supplier <input type="checkbox"/> WBE (100% credit) <input type="checkbox"/>	Certification Agencies: <input type="checkbox"/>
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation
Description of Services:		

SCHEDULE A
MBE / WBE Goal Implementation Plan

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/>	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation <input type="checkbox"/> Direct Participation <input type="checkbox"/>
Description of Services:		

SCHEDULE A
MBE / WBE Goal Implementation Plan

Total MBE Direct	\$	%	Total MBE Indirect	\$	%
Total WBE Direct	\$	%	Total WBE Indirect	\$	%

Bidder/Proposer’s M/WBE Liaison (if other than the submitter of the Schedule):

(Please print—Name, phone & email address)

Affidavit of Bidder/Proposer:

I affirm that I have personally reviewed the material and facts set forth herein describing the Bidder/Proposer’s plan to achieve the City Colleges of Chicago’s MBE/WBE goals and that to the best of my knowledge the information contained herein is true and no material facts have been omitted. Additionally I understand that material misrepresentation will be grounds for contract termination if the Bidder/Proposer is so selected and will be subject to all laws relative to false statements.

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)


SCHEDULE C
Letter of Intent to Perform as Subcontractor,
Subconsultant and/or Material Supplier

Project Name and Number: _____

From: _____ MBE WBE
(Name of Certified Firm/ MBE or WBE)

To: _____
(Name of Bidder/Proposer)

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

- a Sole Proprietor a Corporation
- a Partnership a Joint Venture  *If proposing a Joint Venture with an MBE or WBE, submit Schedule C-2*
- a supplier a Consultant a Sub-contractor

The undersigned is prepared to provide the following described service(s) and or goods in connection with the above-named project:

The above described service(s) or goods from the above-named certified MBE or WBE are offered for the following price, with terms of payment as stipulated in the Contract Documents, provided below:

Price \$ _____ % of Bidder/Proposer contract _____

Terms of Payment: _____

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

Sub-Contracting Levels

If the MBE or WBE firm **will not** be sub-contracting any of the work described in this Schedule, a zero (0) **must** be filled in each blank below in order for the form to be considered complete.

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

NOTE: If more than 10% percent of the value of the certified MBE or WBE subcontractor's scope of work will be sublet, a brief explanation and description of the work to be sublet **must** be provided on a separate sheet on the firm's letterhead.

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Firm

Printed Name & Signature of MBE or WBE's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-1

Letter of Intent to Perform as an MBE or WBE
Prime Contractor, Consultant and/or Material

If an MBE or WBE will perform as a Prime Contractor, the firm must certify the portion of work they intend to self-perform with their own resources and accurately indicate subcontracting levels. This form must be completed in its entirety.

Project Name and Number: _____

MBE or WBE Bidder or Proposer: _____ MBE WBE
(Name of Certified Firm/ MBE or WBE)

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

- a Sole Proprietor
- a Partnership
- a supplier
- a Corporation
- a Joint Venture
- a Consultant
- a Sub-contractor



If proposing a Joint Venture as an MBE or WBE in addition to the Schedule A, a corresponding Schedule C-2 must be submitted.

Self-Performance Levels

_____ % of the dollar value the MBE or WBE firm named above will self-perform.

Sub-Contracting Levels

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

_____ % of the dollar value of the certified MBE/WBE subcontract to other certified MBE/WBE contractors.

The undersigned hereby affirms:

- The **current** MBE or WBE status of the above named firm is confirmed by the attached Letter(s) of certification.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Firm

Printed Name & Signature of MBE or WBE's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-2

Letter of Intent to Perform as an MBE or WBE
Joint Venture Partner

Please complete this form in its entirety with the specific information requested (consistent referral to the joint venture agreement will be unacceptable). A copy of the Joint Venture agreement and the letters of certification for each MBE or WBE Joint Venture partner must be attached.

Project Name and Number: _____

A. Joint Venture Name: _____

Address: _____

Phone: _____

Contact: _____

B. MBE or WBE Joint Venture Partner: _____

MBE WBE Certifying Agency(s) _____

Address: _____

Phone: _____

Contact: _____

C. Non-MBE/WBE Joint Venture Partner: _____

Address: _____

Phone: _____

Contact: _____

D. Ownership of Joint Venture

	MBE/WBE Partner %	Non-MBE/WBE %
MBE WBE ownership of the joint-venture		
Profit		
Loss		
Capital contribution		
Capital contribution	\$	\$
Equipment contribution	Attach a list of equipment being provided by each Joint Venture partner on a separate sheet of paper.	
Other ownership interests	Attach a list of ownership interests of each JV partner that may restrict or limit the participation in the JV being formed for this project.	

E. Control of Joint Venture

Indicate which Joint Venture partner is responsible for the activities noted below and notate if there are any limitations or restrictions.

Activity	Name of responsible Joint Venture Partner	Comments (restrictions or limitations)
JV check signing		
Authority to enter contracts on behalf of the JV		
Obligate the JV for insurance, bonding and/or other financial commitments		
Accounting		
Major purchases		
Negotiation and signing labor agreements		
Supervise field operations		
Estimating		
Engineering		
Hire JV personnel		
Submit JV payrolls		

F. Joint Venture personnel

Indicate the approximate number of employees needed to perform the work of the joint venture and the approximate number of employees that will be contributed by each partner and if any will be hired directly by the JV:

Trade	Non-M/WBE JV Partner (#)	MBE/WBE JV Partner (#)	Joint Venture (indicate if new hire or if employed by which partner)

The undersigned hereby affirms:

- The **current** MBE or WBE status of the undersigned is confirmed by the attached Letter(s) of Certification.
- A formal agreement for the above work will be executed with the Prime Contractor, contingent upon their receipt of a contract award notification from the City Colleges of Chicago, within five (5) working days of said notice.
- The undersigned understands that any misrepresentation of the information contained herein may be grounds for terminating any resulting subcontracts and could result in the pursuit of action relative to local, state and/or federal laws regarding false statements.

By: _____
Print Name of MBE or WBE Joint-Venture Partner

Printed Name & Signature of MBE or WBE's Authorized Representative Date

By: _____
Print Name of non-MBE/WBE Joint Venture Partner

Printed Name & Signature of non-MBE/WBE Joint Venture Partner's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

appeared before me to acknowledge the execution of the terms contained herein.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

NOTE: Please refer to the attached instructions regarding the Good Faith Efforts required to support a waiver request.

To: City Colleges of Chicago Office of M/WBE Contract Compliance

Re: **Request for waiver from the City Colleges of Chicago MBE/WBE Contract Participation Plan**

The undersigned respectfully requests a waiver of the City Colleges of Chicago's M/WBE Contract Participation Plan as detailed below. The request is made with the express understanding that the approval is not automatic and the circumstances and supporting documentation will be reviewed accordingly.

Project Name & Number: _____

Type of waiver: Full MBE (25%) Partial MBE (percentage to be waived) _____ %
 Full WBE (7 %) Partial WBE (percentage to be waived) _____ %

Reason for waiver:

- Sole Source Manufacturer
- Distributor – No Subcontractors
- Limited subcontracting opportunities
- Other _____

Submitted by: _____
Name and Title of authorized representative

Name of Bidder/Proposer Company

For CCC use only:

Granted: Full MBE Partial MBE _____ % Full WBE Partial WBE _____ %

Denied: Insufficient supporting documentation Sufficient pool of direct M/WBE vendors

User Department concurrence (for scope issues): _____

CCO initials/date: _____ Compliance Director/date _____

Instructions regarding Good Faith Efforts for supporting a waiver request:

In addition to completing the Schedule D document, the Bidder/Proposer must provide a detailed narrative citing the reason they are seeking a waiver of the MBE/WBE Plan. The narrative must include reference to and attachments (where appropriate) of the following:

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's supplier diversity policies regarding the utilization of MBE and WBE firms, plus a description of the procedures used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of available sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
 - o Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
 - o A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - o The reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- f) A description of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- g) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- h) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- i) General efforts made to assist MBE and WBE firms to overcome barriers in the marketplace.

**ETHICS ORIENTATION
CONTRACTORS/VENDORS**

12/08

CITY COLLEGES OF CHICAGO ETHICS ORIENTATION CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

As a City Colleges of Chicago (CCC) vendor/contract worker you are subject to the City Colleges of Chicago Ethics Policy. The purpose of this policy is to promote public confidence in the integrity of CCC by establishing consistent standards for the conduct of CCC business by Board members and employees.

The CCC Ethics Policy applies to full-time, part-time, temporary and seasonal employees, as well as to appointees to the Board of Trustees and contract workers.

As a CCC vendor/contract worker, you are expected to work on behalf of CCC in a manner that always complies with laws, rules, regulations and policies. By doing so and by always acting with honesty and integrity you are allowing established values to guide your actions and decisions. That is what it means to follow the principles of ethics.

The information that follows is intended to make you aware of selected elements of the CCC Ethics Policy and other laws and rules that relate to ethical conduct. If you have questions you may contact the CCC Procurement Office.

ETHICS OFFICER

The City Colleges Ethics Officer is designated by the Chancellor to provide guidance to the officials and employees of the District concerning the interpretation and compliance with the provisions of the City Colleges of Chicago Ethics Policy. The Ethics Officer shall also perform such other duties as may be delegated by the City Colleges of Chicago Board.

ANNUAL ETHICS TRAINING

All CCC employees are required to complete at least annually an ethics training program conducted by the City Colleges of Chicago. This requirement applies to any person employed full-time, part-time, or pursuant to a contract, as well as to any appointee – i.e. Board members. The ethics training reflects aspects of the City Colleges of Chicago Ethics Policy. The City Colleges Ethics Training Administrator will notify you and provide instructions to you concerning when and how to participate in the annual ethics training.

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

In many instances, it is unlawful for a CCC employee to accept gifts that are offered in connection with his or her job. An employee cannot solicit or accept a gift from certain individuals or entities that are defined by law as a "prohibited source." Current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources.

As a contractor or vendor doing business with the City Colleges of Chicago you are required to comply with the Gift Ban prohibition of the CCC Ethics Policy. Under the Gift Ban Section of the Policy (Section 1aa) current vendors, as well as vendors interested in doing work for CCC are considered prohibited sources and thereby precluded from providing gifts to CCC employees except as provided in the CCC Policy at Section 4-2(a-1). If you are in doubt about a gift, contact your Ethics Officer and read the City Colleges of Chicago Ethics Policy on Gift Ban. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

FIDUCIARY RESPONSIBILITY

All vendor/contract workers, Board members and student officers of the District owe fiduciary responsibility to the Board, District and residents of the District. Fiduciary responsibility is defined as a relationship imposed by law where someone has voluntarily agreed to act in the capacity of a "caretaker" of another's rights, assets and/or well being. The fiduciary owes an obligation to carry out the responsibilities with the utmost degree of "good faith, honesty, integrity, loyalty and undivided service of the beneficiaries' interest."

USE OF DISTRICT PROPERTY

CCC full-time, part-time, temporary and seasonal employees, as well as appointees to the Board of Trustees and contract workers shall not engage in or permit unauthorized use of District property.

POLITICAL ACTIVITY

No person who has done business with the City Colleges of Chicago within the preceding four years or is seeking to do business with the City Colleges of Chicago shall make contributions in an aggregate amount exceeding \$1500.00: (i) to any candidate for city office during a single candidacy; or (ii) to an elected official of the government of the city during any reporting year of his term; or (iii) any official or employee of the City Colleges of Chicago who is seeking election to any other office.

PENALITIES

Any contractor doing business with City Colleges of Chicago found to have violated the City Colleges of Chicago Ethics Policy, may be barred from doing business with City Colleges of Chicago, along with any other penalty provided for in this Policy.

CITY COLLEGES OF CHICAGO ETHICS POLICY

All vendor/contractors workers are required to read and will be held accountable to the City Colleges of Chicago Ethics Policy. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

All vendor/contract workers are required to sign the attached acknowledgment and return it to the Procurement Office. The executed acknowledgment will be on file in the Procurement Office.

VENDOR/CONTRACTOR ACKNOWLEDGEMENT

I affirm that I have received the above Ethics Orientation Training for Contractors/Vendors. I further affirm that I will read the full text of the City Colleges of Chicago Ethics Policy and be available for yearly ethics training.

_____	_____
FIRM NAME	SUBMITTED BY

	TITLE

Contact Information for the City Colleges of Chicago Ethics Office

Telephone: 312/553-2925
Email: ethicsoffice@ccc.edu
Web Page: www.ccc.edu/departments/pages/ethics.aspx.

**IRS W-9
Form**

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	
	Requester's name and address (optional)	
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								
				-			-	

OR

Employer identification number								
				-				

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*
- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Economic Disclosure Statement

**INSTRUCTIONS FOR COMPLETING
CITY COLLEGES OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

Community College District No. 508 ("CCC") requires disclosure of the information requested in this Economic Disclosure Statement and Affidavit ("EDS") before any CCC department or CCC Board action regarding the matter that is the subject of this EDS. Please fully complete each statement, with all information current as of the date this EDS is signed. If a question is not applicable, answer with "N.A." An incomplete EDS will be returned and any CCC action will be delayed.

Please print or type all responses clearly and legibly. Add additional pages if needed, being careful to identify the portion of the EDS to which each additional page refers.

For purposes of the EDS:

"Applicant" means any entity or person making an application to CCC for action requiring CCC or CCC Board approval including bids, solicitations and other contract and lease proposals.

"Disclosing Party" means any entity or person submitting an EDS. If the Disclosing Party is participating in a matter in more than one capacity, please indicate each such capacity in Section I.F. of the EDS.

"Entity" or **"Legal Entity"** means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

An EDS must be submitted by Persons or Entities that are:

1. Applicants: An Applicant must always file this EDS. If the Applicant is a Legal Entity, state the full name of that Legal Entity. If the Applicant is a Person acting on his/her own behalf, state his/her name.
2. Entities holding an interest in the Applicant: Whenever a Legal Entity has a beneficial interest (i.e. direct or indirect ownership) of more than 7.5% in the Applicant, each such Legal Entity must file a separate EDS on its own behalf; and
3. Controlling entities: Whenever a Legal Entity directly or indirectly controls the Applicant, each such controlling Legal Entity must file a separate EDS on its own behalf.

CITY COLLEGES OF CHICAGO
Community College District No. 508 ("CCC")
ECONOMIC DISCLOSURE
STATEMENT AND AFFIDAVIT

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

- the Applicant

OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest:

OR

3. a specified legal entity with a right of control (see Section II.B.1.b.). State the legal name of the entity in which Disclosing Party holds a right of control:

B. Business address of Disclosing Party:

C. Telephone: _____ **Fax:** _____ **Email:** _____

D. Name of contact person: _____

E. Federal Employer Identification No. (if you have one): _____

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|--|--|
| <input type="radio"/> Individual | <input type="radio"/> Limited liability company* |
| <input type="radio"/> Publicly registered business corporation | <input type="radio"/> Limited liability partnership* |
| <input type="radio"/> Privately held business corporation | <input type="radio"/> Joint venture* |
| <input type="radio"/> Sole proprietorship | <input type="radio"/> Not-for-profit corporation |
| <input type="radio"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="radio"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="radio"/> Trust | <input type="radio"/> Other (please specify) |

* Note and complete B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity? Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, that are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity whether held in its or their own name or through intermediaries or nominees. **If none, state "None."**

NOTE: CCC may require any such additional information from any applicant which is reasonably intended to achieve full or additional disclosure of ownership.

Name	Business Address	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

SECTION III -- COMPLIANCE WITH CCC ETHICS POLICY

The CCC Ethics Policy imposes certain duties and obligations on persons or entities seeking CCC contracts, work, business, or transactions. The full text of CCC's Ethics Policy and a training program is available online at http://www.ccc.edu/files/Ethics_Policy.pdf and may also be obtained from CCC Ethics Office at 180 N Wabash Ave, 3rd Floor, Chicago, Illinois, 60601.

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CCC Ethics Policy or induced, caused to result in or caused a breach of CCC Ethics Policy by a CCC officer, contractor, agent or employee and will not do so.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CCC employees of officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the CCC whether disclosure is required or make the disclosure. (Add sheets if necessary)

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
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[] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Substantial owners of business entities that contract with CCC must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

- Yes No No person owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

- Yes No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor 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.

B. CERTAIN OFFENSES INVOLVING CCC AND SISTER AGENCIES

1. Neither the Disclosing Party nor any Controlling Person (as defined below) of the Disclosing Party has ever been convicted or in custody, under parole or under any other non-custodial supervision resulting from a conviction in a court of any jurisdiction for the commission of a felony of any kind, or of a criminal offense of whatever degree, involving;
 - (a) bribery or attempted bribery, or its equivalent under any local, state or federal law, of any public officer or employee of the CCC or of any Sister Agency (as defined below); or
 - (b) theft, fraud, forgery, perjury, dishonesty or deceit, or attempted theft, fraud, forgery, perjury, dishonesty or deceit, or its equivalent under any local, state or federal law, against the CCC or any Sister Agency; or
 - (c) conspiring to engage in any of the acts set forth in items (a) or (b) of this Section V.B.1
2. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party has made in any civil or criminal proceeding an admission of guilt of any of the conduct set forth in items (a) through (c), inclusive, of Section V.B.1 above, under circumstances where such admission of guilt is a matter of record but has not resulted in criminal prosecution for such conduct.
3. Neither the Disclosing Party nor any Controlling Person of the Disclosing Party is charged with or

indicted for any felony or criminal offense set forth in items (a) through (c), inclusive, of Section V.B.1 above.

As used in this Section V.B, "**Controlling Person**" means any person who (1) is an officer, director, limited liability company manager, managing member, partner, general partner or limited partner of any business entity; or (2) owns, directly or indirectly through one or more intermediate ownership entities, more than 7.5% of the ownership interest in any business entity; or (3) controls, directly or indirectly through one or more intermediate ownership entities, the day-to-day management of any business entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members;
- shared facilities and equipment;
- common use of employees; or
- organization of a business entity following the ineligibility of a business entity under this section, using substantially the same management, ownership or principals as the ineligible entity.

As used in this Section V.B., "**Sister Agency**" means (1) the Board of Education of the City of Chicago; (2) Chicago Park District; (3) Chicago Transit Authority; (4) the City of Chicago; (5) Chicago Housing Authority; or (6) the Public Building Commission of Chicago.

C. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
 - b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; 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 clause C.1.b. of this Section V;
 - d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
 - e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the federal government, any state, or any other unit of local government.
2. The certifications in subparts 3, 4 and 5 of this Section V.C., concern:
 - the Disclosing Party;
 - any "**Applicable Party**" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");

• any "**Affiliated Entity**" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation:

- interlocking management or ownership; identity of interests among family members, shared facilities and equipment;
- common use of employees;
- or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity);
- with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

• any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "**Agents**").

3. Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CCC, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct.

4. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

5. Neither the Disclosing Party, Affiliated Entity or Applicable Party is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

6. The Disclosing Party understands and shall comply with all the applicable rules and regulations of the Board of Trustees of CCC now in effect or hereafter adopted by the Board.

7. If the Disclosing Party is unable to certify to any of the above statements in Parts V.B. (Certain Offenses

Involving CCC and Sister Agencies) or V.C. (Further Certifications), the Disclosing Party must explain below:

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

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part D, under the Municipal Code of Chicago (“CMC”) Section 2-32-455(b), the term “**financial institution**” means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, “financial institution” specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in CMC Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a “financial institution” as defined in Section 2-32-455(b) of the CMC.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

“We are not and will not become a predatory lender as defined in Chapter 2-32 of the CMC. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the CMC. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the CCC.

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the CMC) is a predatory lender within the meaning of Chapter 2-32 of the CMC, explain here (attach additional pages if necessary):

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

E. CERTIFICATION REGARDING INTEREST IN CCC BUSINESS

Any words or terms that are defined in CCC Ethics Policy have the same meanings when used in this Part E.

1. In accordance with CCC Ethics Policy: To the best of your knowledge after diligent inquiry does any Board Member, official or employee of CCC have a “**special interest**” in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item E.1., proceed to Items E.2. and E.3. If you checked "No" to Item

E.1., proceed to E.4.

2. Unless sold pursuant to a process of competitive bidding following public notice, no employee or Board member shall have a financial interest in the purchase of any property that belongs to the Board. Before participating in the competitive process, the employee or Board member shall disclose his financial interest.

Does the Matter involve a CCC Property Sale? Yes No

3. If you checked "Yes" to Item E.1., provide the names and business addresses of the CCC officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. No employee or spouse of any employee, or entity in which an employee or his or her spouse has a financial interest, has applied for, solicited, accepted or received a loan of any amount from the Disclosing Party, any Applicable Party or any Affiliated Entity; provided, however, that nothing in this section prohibits application for, solicitation for, acceptance of or receipt of a loan from a financial lending institution, if the loan is negotiated at arm's length and is made at a market rate in the ordinary course of the lender's business.

Yes No

5. If you checked "Yes" to Item E.4., provide the names and addresses of the CCC officials or employees who applied for, solicited, accepted or received such loan:

Name	Business Address	Amount of loan

6. The Disclosing Party further certifies that no prohibited financial or special interest in the Matter will be acquired by any CCC official or employee.

SECTION VI – ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

A. The Disclosing Party understands and agrees that:

1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CCC may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CCC in connection with the Matter, whether procurement or other CCC action, and are material inducements to the CCCs execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
3. If CCC determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and CCC may pursue any remedies under the contract or agreement (if not rescinded, void

or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with CCC..

4. CCC may make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against CCC in connection with the public release of information contained in this EDS and also authorizes CCC to verify the accuracy of any information submitted in this EDS.
5. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the CCC takes action on the Matter. If the Matter is a contract or other agreement being entered into by the CCC's Board of Trustees, the Disclosing Party must also update this EDS as the contract or agreement requires.

B. The Disclosing Party represents and warrants that:

1. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information required by this Disclosure Affidavit.

For purposes of the certifications in VI.B.2. and B.3., the term "**affiliate**" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity. Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including CCC, using substantially the same management, ownership, or principals as the ineligible entity.

2. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to CCC or a Sister Agency (as defined in Section V,B). This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.
3. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.
4. If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those contained in this Disclosure Affidavit and will not, without the prior written consent of the CCC, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in VI.B.2., B.3. or B.4. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the CCC.

Date: _____

(Print or type name of Disclosing Party)

By: _____
(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

State of _____

County of _____

Signed and sworn to before me on (date) _____, by _____.

Notary Public.

Commission expires: _____

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is between _____ with corporate offices located at _____ (“Company”) and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate, d/b/a City Colleges of Chicago, with district offices located at 180 N. Wabash Ave., Suite 200, Chicago, Illinois 60601 (“Institution”).

RECITALS:

WHEREAS, the Institution desires to secure Company’s services as outlined herein; and

WHEREAS, Company has represented that it has the requisite expertise to perform such services;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the sufficiency of which is acknowledged by Company and the Institution, the parties agree as follows:

1. **Incorporation.** The above recitals and all exhibits attached hereto are incorporated herein by reference. If applicable to this agreement, the entire RFP and Company’s response to the RFP are hereby incorporated by reference into this agreement.
2. **Services.**
 - a. **Scope of Services.** Company shall perform the professional services and all tasks incidental thereto and provide the deliverables specified herein and in Exhibit A attached hereto and incorporated herein by reference (“Services”). Company shall perform all Services in accordance and to the reasonable satisfaction of the Institution. Time is of the essence.
 - b. **Standard of Performance.** Company shall perform the Services in accordance with the degree of professional skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of such Services. Company shall at all times act in the best interests of the Institution. Company acknowledges that it is entrusted with and will have access to valuable and confidential information and records of the Institution and agrees to be held to the standard of care and diligence of a fiduciary. All Services that require the exercise of professional skill or judgment will be performed by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Company remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by Company, Company’s subcontractors or others on its behalf. All deliverables must be prepared in a form, content and schedule satisfactory to the Institution. Moreover, Company shall use its best efforts, furnish its best professional skill and judgment and cooperate with Institution officials, employees, contractors and agents in completing the Services. If Company fails to comply with these standards, the Company must re-perform, at its own expense, all Services

required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the Institution does not relieve the Company from this re-performance obligation or its responsibilities hereunder.

3. **Personnel.** Company shall provide and utilize all personnel required to satisfactorily and successfully perform the Services.

4. **Term.** Subject to Section 11 herein, this Agreement shall begin _____ and end _____ (“Term”) unless otherwise terminated or extended by the parties in writing.

5. **Fee.**

a. **Maximum Fee.** As payment for satisfactory performance of the Services, Company shall receive a maximum fee not to exceed _____ (\$_____) (“Fee”).

b. **Invoices.** Company shall submit monthly invoices for the Institution’s review and approval indicating the portion of the Services provided during the invoice period. Company shall comply with any form and time limitations in which invoices must be submitted and shall submit such evidence to the Institution as may be required to show the validity of the Fee and any claimed expenses. Invoices shall be paid based on agreed upon payment method and associated terms once all stipulations, provisions and/or conditions set forth in this agreement have been met. If the Institution objects to all or any portion of an invoice it shall promptly notify Company of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. If the dispute is not settled by the date that the payment is due, then the Institution shall pay the undisputed portion of the invoice. Neither the initial payment nor any subsequent payments hereunder constitute acceptance of the Services or any deliverables provided hereunder.

c. **Payment Method and Term.**

i. **Net 15** days or less- Institution utilizes an electronic payment method leveraging unique and secure cardless payment accounts which allows for placement of funds for approved payment transactions on a Visa Single Use Account (“SUA”) administered through U.S. Bank via the Payment Plus program.

ii. **Net 45** days - Institution utilizes Automatic Clearing House (“ACH”) as a method to pay suppliers. This requires completion of a form indicating Bank routing and account number information authorizing Institution to deposit funds into Company Bank account.

iii. **Net 60** days – Institution will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.

- d. **Taxes.** Company is solely responsible for paying income, social security and other employment taxes due to the proper taxing authorities, and understands that the Institution shall not deduct such taxes from any payments to Company hereunder. Company shall also obtain and pay for all permits, licenses and fees required to perform the Services and comply with the terms of this Agreement.
- e. **Appropriation.** All payments hereunder, including the Fee shall be subject to the appropriation and availability of funds of Institution. If funds are not appropriated by the Institution for the Fee during any fiscal period, this Agreement shall terminate, without need for notice, on the earliest of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. The Institution shall not be obligated to make any payments in the event of non-appropriation.
- f. **Accounting.** In connection with the Services, Company shall keep and maintain separate, complete, accurate, and detailed books and records reflecting and fully disclosing: (i.) all costs and out-of-pocket expenses incurred and (ii.) all revenues billed and received. All such books and records shall be kept for a period of three (3) years after the expiration or termination of this Agreement and shall be available at a location in Chicago, Illinois, for inspection, copying, audit, and examination by the Institution or any representative of the Institution. Company shall incorporate this right to inspect, copy, audit, and examine all books and records into all subcontracts entered into by Company with respect to the Services. Moreover, upon the Institution's request, Company shall promptly furnish all such books and records to the Institution. This provision shall survive for three years after the expiration or termination of this Agreement.

6. **Ownership/Confidentiality.**

a. **Ownership of Documents.**

All materials, including but not limited to intellectual property, presentations, documents, data, studies and reports prepared, furnished or generated as a result of this Agreement shall at all times be and remain the property of the Institution ("Work Product"). At Institution's request or upon the expiration or termination of this Agreement, Company shall deliver to the Institution all finished or unfinished Work Product. Company hereby irrevocably assigns, transfers and delivers to the Institution, its successors and assigns, all right, title and interest in and to the U.S. and foreign copyright registrations, applications and renewals, if any, related to such Work Product, free and clear of any liens, claims or other encumbrances. Company will execute all documents and perform all acts that the Institution may reasonably request in order to assist the Institution in perfecting its rights in and to Work Product.

b. Confidentiality.

All materials, including, but not limited to, Work Product, documents, studies, reports, information, or data, prepared by or provided to Company under this Agreement (“Materials”) are confidential. Company shall not make the Materials available to a third party without the Institution’s prior written consent. Company shall not issue press releases or grant press interviews related to the Services, or disseminate any information regarding the Services without the Institution’s prior written consent. If Company is presented with a *subpoena duces tecum* or a request for documents by any administrative agency regarding any records, data or documents related to the Services, Company shall immediately give notice to the Institution and agrees that the Institution may contest the subpoena or request before the Materials are submitted to a court or other third party, provided, however, that Company shall not be obligated to withhold such delivery beyond that time as may be ordered by the court or administrative agency unless the subpoena or request is quashed or the time to produce is otherwise extended.

7. **MBE/WBE.** If applicable, unless waived by Institution in writing, Company must expend at least 25% of the Fee (including all modifications and amendments to it) with one or more certified minority business enterprises (“MBE”) and at least 7% of the Fee (including all modifications and amendment to it) with one or more certified women’s owned business enterprises (“WBE”). The Company will adhere to any and all reporting and other requirements as set forth in the Board's **Minority and Women Business Enterprise Contract Participation Plan, including but not limited to the Company’s response to Schedule A of the plan on file with the Office of Procurement Services.** The Plan can be found at <http://www.ccc.edu/services/Pages/Become-a-Vendor.aspx> Failure to comply with this provision constitutes a material breach of this Agreement and may result in termination of the Agreement and other remedies.

8. **Representations and Warranties.**

a. Company Representations and Warranties. In connection with this Agreement, Company represents and warrants that:

- i.** It is ready, willing and able to perform, and will perform, the Services in accordance with this Agreement; and
- ii.** No officer, agent or employee of the Institution is employed by Company or to the best of Company’s knowledge, after due diligence and inquiry, has a financial interest directly or indirectly in this Agreement or the Services except as may be permitted under the Institutions’ Ethics Policy. Further, Company agrees to comply with Institution’s Ethics Policy and with any amendments enacted thereafter. The policy can be found on Institution’s website: www.ccc.edu; and
- iii.** Company shall not use any debarred or ineligible subcontractor to perform all or any portion of the Services; and

- iv. Company and its subcontractors, if any, are not currently in default and have not been in default within the past five (5) years of any contract awarded by the Institution; and
 - v. Company understands the nature of the Services and all other matters that may affect this Agreement or its performance and Company has carefully examined and analyzed this Agreement and determined that the Agreement is feasible of performance in accordance with its terms; and
 - vi. No representation, statement or promise, oral or written, by the Institution, its officials, agents or employees, has induced Company to enter into this Agreement or has been relied upon by Company; and
 - vii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Company. This Agreement constitutes the legal, valid and binding agreement of Company, enforceable against Company in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies); and
 - viii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of Company, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which Company is a party of or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Company; and
 - ix. Professionals competent to perform the Services shall perform all Services that require the exercise of professional skill or judgment.
- b. **Institution Representations and Warranties.** In connection with this Agreement, the Institution represents and warrants that:
- i. The Institution is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of Illinois. The Institution has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
 - ii. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, have been duly authorized by all requisite corporate action on the part of the Institution. This Agreement constitutes

the legal, valid and binding agreement of the Institution, enforceable against the Institution in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, or by principles governing the availability of equitable remedies; and

- iii. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of the Institution, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which the Institution is a party or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Institution.

9. **Indemnity.** Notwithstanding any other terms and conditions in this Agreement, including any obligations regarding insurance coverage, Company agrees to defend, indemnify, save and hold harmless fully the Institution, its Board of Trustees, agents, officers, students, volunteers, contractors and employees against any and all claims, suits or judgments, costs or expenses, including attorney's reasonable fees, (collectively "Loss") in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by Institution's negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order.

10. **Insurance.** Throughout the Term, Company, at its own expense, shall provide and maintain the following insurance coverage:

- a. **Workers Compensation and Employers Liability.** Workers Compensation as prescribed by applicable law, covering all employees who are providing the Services and Employer's Liability coverage with limits of not less than \$1,000,000.00 each accident or illness; and
- b. **Commercial General Liability.** Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, separation of insured, defense, and contractual liability (with no limitation endorsement); and
- c. **Automobile Liability.** When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Company shall provide Comprehensive Automobile Liability Insurance with limits of not less than \$1,000,000.00 per occurrence, for bodily injury and property damage; and

- d. **Fidelity, EPLI and Professional Liability (E&O).** Professional liability insurance covering errors, omissions or negligent acts must be maintained with limits of not less than \$1,000,000.00. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

Prior to the execution of this Agreement, Company shall furnish the Institution with original insurance certificates evidencing the required coverage. Except with respect to Worker's Compensation and Employers Liability, all insurance certificates shall name the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as additional insured on a primary, non-contributory basis. Institution's failure to obtain certificates or other insurance evidence from Company shall not be deemed a waiver of this provision by the Institution. This Agreement, at Institution's sole discretion, may be terminated if Company fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires the Institution to receive thirty (30) days prior written notice before coverage is substantially changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by Institution shall apply in excess of and not contribute with insurance provided by Company.

11. **Termination/Remedies.**

- a. **Termination for Convenience.** Notwithstanding Section 11(b) below, the Institution may terminate this Agreement, or any portion of the Services, at any time, upon thirty (30) days prior written notice to Company. If this Agreement is terminated by the Institution under this Section 11, Company shall immediately deliver to the Institution all finished or unfinished materials, documents, data, studies and reports prepared by it or under its direction in connection with the Services. The Institution will pay Company for the portion of the Services satisfactorily performed by Company in those amounts accrued but not yet paid prior to the effective date of termination. Such payment to the Company shall be in full settlement for all Services.
- b. **Termination for Default.** Subject to Section 11(a) herein, this Agreement may also be terminated for default. Each of the following shall constitute an event of default by Company ("Default").
- i. Any material misrepresentation, whether in the inducement or in the performance, made by the Company to the Institution; and
 - ii. A breach of a representation or warranty contained in this Agreement; and
 - iii. The insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors; and
 - iv. Failure to comply with or perform any material provision of this Agreement; and

- v. Failure or refusal to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services; and
- vi. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Company or sub-consultant.

If a court of competent jurisdiction rules that termination of this Agreement by the Institution for default of Company was wrongful, then the termination shall be deemed to have been a termination for convenience.

- c. **Curable and Incurable Defaults.** Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless the Institution, in its sole and absolute discretion, extends the deadline. Such extension, however, does not relieve Company of liability for any damages the Institution may suffer. Company shall cure any default that is not time-sensitive with ten (10) calendar days after Company is given notice of the default.
- d. **Remedies.** In addition to any other remedies contained herein, the Institution may invoke any or all of the following remedies for a Default:
 - i. Complete the Services at Company's expense, either directly or through the use of contractors and subcontractors; or
 - ii. Receive a refund or withhold all or any portion of the Fee; or
 - iii. Demand specific performance, an injunction or any other appropriate equitable remedy; or
 - iv. Terminate this Agreement.
- e. **Right to Offset.** All costs incurred by the Institution due to: (i) termination of this Agreement for default; or (ii) Company's performance of the Services; or (iii) Institution's exercise of any of the remedies available herein, may be offset by: (i) any credits due to or overpayments made by the Institution; or (ii) any payments due to Company for Services completed. If such amount offset is insufficient to cover those excess costs, Company shall be liable for and promptly remit to the Institution the balance upon written demand. This right to offset is in addition to and not a limitation on any other remedies available to the Institution.

No remedy hereunder is exclusive of any other remedy, but each remedy shall be cumulative and in addition to any other remedies at law, in equity or by statute existing now or hereafter. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power nor shall it be construed to be a waiver of any Default or acquiescence therein, and every such right and power may be exercised periodically and as often as may be deemed expedient. If the Institution considers it to be in the Institution's best interest, it may choose not to declare a default or terminate the Agreement. The parties acknowledge that this provision is solely for the benefit of the

Institution and that if the Institution permits Company to continue providing Services despite one or more events of default, the Company is in no way relieved of any of its duties and obligations under the Agreement and the Institution does not waive or relinquish any of its rights.

12. Additional Provisions. The parties further agree to the following provisions:

- a. **Cooperation with Successors.** If this Agreement expires or is terminated for any reason, Company shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Company must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.
- b. **Notices.** All notices hereunder shall be in writing and either (i) delivered personally; or (ii) sent by nationally recognized express courier; or (iii) sent by certified mail (return receipt requested). Any such notice will be deemed given when actually received and addressed as follows:

If to Institution:

City Colleges of Chicago
Office of the Chancellor
Attn: Juan Salgado
180 N. Wabash Ave, Suite 200
Chicago, IL 60601

with a copy to:

City Colleges of Chicago
Office of the General Counsel
Attn: General Counsel
180 N. Wabash Ave, Suite 200
Chicago, IL 60601

If to Company:

Notices shall be sent to Company at the address listed above.

- c. **Severability.** The terms of this Agreement are severable and if a court of competent jurisdiction herein declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable.
- d. **No Damages for Delay.** During the Term, Company is not entitled to and must make no charges or claims for damages for any delays or hindrances from any cause in connection with the Services. If Company's performance of the Services is delayed by causes beyond Company's reasonable control, at the Institution's sole

option, the Institution may either terminate this Agreement or extend the time to complete the Services to reflect the extent of the delay (if extension is feasible given the project deadlines and the expectations of public performance), provided the Company has given the Institution written notice within ten days after delay begins. The notice by the Company must include a description of the reasons for the delay and the steps Company has taken or will take to mitigate the effects of the delay.

- e. **Names/Logos.** Institution owns all rights to the name City Colleges of Chicago and its individual colleges and to certain logos, servicemarks, trademarks and likenesses (“Marks”). Company must not use the Marks as part of Company’s business or trade name, and Company must not use the Marks or sell merchandise or services with the Marks without the Institution’s express written consent. Also, Company must not permit anyone else to do so.
- f. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Illinois and venue for any litigation related to this Agreement shall be in Cook County, Illinois.
- g. **Non-Discrimination.** Company shall not discriminate against any workers, employees or applicants, or any member of the public, because of race, color, religion, age, disability unrelated to ability to perform, gender, national origin or ancestry, sexual orientation, marital status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Company further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skill labor, or who may perform any labor or services in connection with this Agreement.
- h. **Compliance with Laws.** During the Term, Company, at its sole expense, shall observe and comply with all federal, state and local laws, rules, ordinances and regulations related to this Agreement, including, but not limited, to the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago. Company shall also be responsible for compliance with the City Colleges of Chicago Debarment Policy. Company shall indemnify the Institution for all losses and expenses, including reasonable attorneys fees resulting from failure to comply with this provision, including, but not limited to, any fines, penalties, or corrective measures.
- i. **Amendments/Changes.** No modification or amendments to this Agreement shall be effective unless such amendment is in writing and signed by both parties hereto.

- j. **Ethics Policy.** Company agrees to comply with the Institution’s Ethics Policy and with any amendments adopted thereafter. A copy of the Institution’s Ethics Policy can be found at www.ccc.edu.
- k. **Inspector General.** It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General’s authority under Article 2, Section 2.7.4(b) of the Board Bylaws.
- l. **Independent Contractor.** Company is an independent contractor and not the agent, partner or employee of the Institution. Company shall not have the authority to enter into any contract or agreement to bind Institution, and shall not represent to anyone that Company has such authority.
- m. **Assignment and Delegation.** Company shall not subcontract, assign, or otherwise transfer all or any portion of this Agreement, nor delegate its duties or obligations hereunder without the Institution’s prior written consent.
- n. **Survival.** Upon the expiration or termination of this Agreement, those provisions that would by their nature survive this Agreement will so survive.
- o. **Third Party Beneficiaries.** Nothing contained in this Agreement is intended to confer upon any person (other than the parties hereto, the Institution Indemnified Parties and the Company Indemnified Parties) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary under or by reason of this Agreement.
- p. **Force Majeure.** Neither party will have any liability to the other for any failure or delay in performing any obligation under this Agreement due to acts of God or nature, fires, floods, strikes, civil disturbances, terrorism, or power, communications, satellite or network failures (individually and collectively “Force Majeure Event”). Either party upon prior written notice may terminate this Agreement if such Force Majeure Event continues for more than ten-(10) calendar days.
- q. **Severability.** The terms of this Agreement are severable and if a court of competent jurisdiction declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable to the maximum extent permissible.
- r. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one binding agreement.
- s. **Conflicts.** In the event of a conflict between the provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall control.

- t. **Entire Agreement.** This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties. Any prior written or oral agreements or representations related to this Agreement or the Services are of no force and effect.

IN WITNESS WHEREOF, the Institution and Company have executed this Agreement as of the date of the last signature set forth below.

**Board of Trustees of Community
College District No. 508, County of
Cook and State of Illinois:**

COMPANY

By: _____
CHANCELLOR

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Karla Mitchell Gowen
General Counsel

Date: _____

EXHIBIT A
SCOPE OF SERVICES

SAMPLE