

# CITY COLLEGES<sup>®</sup>

## OF CHICAGO

May 23, 2023

**SUBJECT:                   REQUEST FOR SEALED BIDS - NO. WM2301  
SPORTS MEDICINE AND DISTRICT REHABILITATION TRAINING SERVICES  
(ATHLETIC TRAINERS) FOR THE ATHLETIC DEPARTMENT/ENROLLMENT  
MANAGEMENT**

Prospective Bidders,

Attached, please find bid specifications for the purchase and delivery of Materials/Services for City Colleges of Chicago (CCC). You are invited to provide bid quotations per the detailed specifications.

Kindly execute your bid quotation on the bid submittal form, returning it in accordance with Sections 00100 through 00500 of this document. Include completed and signed Appendixes, I - IV documents, in a sealed package which has been properly addressed with the Sealed Bid Number, Company's Name, bid due date and time; to the attention of Steve Nash, Senior Contract Administrator, in Procurement Services. Kindly submit one (1) USB drive and one (1) original signature hard copy of the sealed bid and all required information/documentation.

**All sealed bids shall be received in the Department of Business and Procurement Services at Dawson Technical Institute, 3901 S. State Street, Room 102, Chicago, Illinois, 60609, before 12:00 p.m. Monday, June 12, 2023.** The bids shall be publicly opened and read publicly immediately at 12:15 p.m. via Zoom teleconference. Login information will be provided to bidders via email prior to the meeting. Bids arriving late will be returned to the vendor unopened.

A virtual pre-bid conference is scheduled for Friday, May 26, 2023 at 12:00 p.m. CDT. The pre-bid conference will take place via a Zoom teleconference. After accessing the Zoom application, instructions for accessing are as follows:

**Meeting ID: 889 9790 2972**

**Passcode: 256167**

All questions regarding clarification or verification of these specifications should be referred in writing via email to [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu) attention William Moore Contracts Administrator. **The deadline for submitting final questions is Tuesday, May 30, 2023 no later than 12:00 p.m.** Please reference the Bid number, **WM2301**, in all communications regarding this bid.

The Intent to Bid Letter (see Attachment A) is due to Procurement Services via email, [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu), to the attention of **William Moore, Contracts Administrator**, by **Thursday, June 8, 2023** no later than 12:00 p.m.

Sincerely,

Angela Arrington-Jones, Vice Chancellor  
Department of Business and Procurement Services

**REQUEST FOR SEALED BIDS - NO. WM2301  
SPORTS MEDICINE AND DISTRICT REHABILITATION TRAINING SERVICES (ATHLETIC TRAINERS)  
FOR THE ATHLETIC DEPARTMENTS - DISTRICT WIDE**

**FOR**

**CITY COLLEGES OF CHICAGO  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
180 N. WABASH AVENUE  
CHICAGO, IL 60601**

**MAY 23 2023**

**JUAN SALGADO, CHANCELLOR  
ANGELA ARRINGTON-JONES, VICE CHANCELLOR – BUSINESS AND PROCUREMENT SERVICES**

**NOTICE**

**SEALED BIDS ARE DUE BY MONDAY, JUNE 12, BY 12:00 P.M.**

**TO: CITY COLLEGES OF CHICAGO**

**DAWSON TECHNICAL INSTITUTE**

**PROCUREMENT SERVICES**

**3901 S. STATE STREET - ROOM 102**

**CHICAGO, IL 60609**

**AND WILL BE OPENED AND READ PROMPTLY  
IMMEDIATELY THEREAFTER**

**00100 BIDDING REQUIREMENTS**

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- 1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974
- 1.03 Examination by Bidder
- 1.04 Taxes
- 1.05 Preparation of Bid
- 1.06 Submission of Bid
- 1.07 Withdrawal of Bid
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**ATTACHMENT A**

Letter of Intent to Bid

**APPENDIX 1**

Terms and Compliance with the Minority Business Commitment and Women Business Enterprise Commitment

**APPENDIX II**

CCC Ethics Orientation for Contractors/Vendors

**APPENDIX III**

IRS W-9 Form

**APPENDIX IV**

Economic Disclosure Statement and Affidavit Forms (10 pages)

**00100 BIDDING REQUIREMENTS**1.01 Compliance with Laws

The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, and City governments and the Board of Trustees of Community College District 508 (Owner, Board, City Colleges, CCC) which may in any manner affect the preparations of bids or the performance of the Contract.

1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 of the United States Code, Title 38, Part III, Chapter 42, in part, as follows:

"Any contract in the amount of \$10,000 or more entered into by any department or agency for the procurement of personal property and non-personal services (including construction) for the United States, shall contain a provision requiring that the party contracting with the United States shall take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era. The provisions of this section shall apply to any subcontract entered into by a prime Contractor...."

The regulations require that: (1) Contractors list immediately with the appropriate local employment service office all of their suitable employment openings, and (2) each local employment service office gives such veterans priority in referral to openings.

Veterans who believe that a Contractor has failed or refused to comply with the above contract provisions may file a complaint with the Veterans' Employment Service of the Labor Department. The Secretary of Labor will investigate and take action on any such complaints.

Federal Contractors and Subcontractors, including colleges and universities, are now involved with the concept of "affirmative action" in three separate areas of federal law: Executive Orders 11246 and 11375, which require affirmative action for eliminating discrimination based upon race, color, religion, sex and national origin; Rehabilitation Act of 1973, which requires affirmative action in the employment of mentally and physically handicapped individuals; and the above mentioned requirements for veterans' employment. These obligations of federal Contractors should not be confused with nondiscrimination in employment requirements for all employers under Title VII of the Civil Rights Act of 1964 (as amended) and the Equal Pay Act of 1963 (as amended), or with sex discrimination requirements for all recipients of federal financial assistance under Title IX of the Education Amendments of 1972.

1.03 Examination by Bidder

The bidder shall, before submitting a bid, carefully examine the bid, plans, specifications, and contract documents. He shall inspect in detail the site of the proposed work and familiarize himself with all the local conditions affecting the contract. If his bid is accepted, he will be responsible for all errors in his bid resulting from his failure or neglect to comply with these instructions. The City Colleges of Chicago will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Failure of the Contractor to familiarize himself/herself with all requirements of the Contract Documents will not relieve him/her from complying with all of the provisions thereof.

1.04 Taxes

The City Colleges of Chicago is a public institution and is not subject to sales tax.

#### 1.05 Preparation of Bid

The bidder shall prepare his bid on the bid submittal forms. Unless otherwise stated, all blank spaces on the bid page or pages, applicable to the subject specifications, must be filled in correctly. Either a unit price or a lump sum price, as the case may be, must be stated for each and every item, either typed in or written in ink, in figures, and, if required, in words.

If bidder is a corporation, the President and Secretary shall execute the bid. The Corporate seal shall be affixed to the bid. In the event that this bid is executed by other than the President, attach hereto a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the corporation.

If bidder is a partnership, all partners shall execute the bid, unless one partner has been authorized to sign for the partnership, in which case, evidence of such authority satisfactory to the City Colleges of Chicago shall be submitted.

If bidder is a sole proprietor, he shall execute the bid.

A "Partnership" or "Sole Proprietor" operating under an Assumed Name, must be registered with the Illinois county in which located, as provided in Chapter 96, Section 4 et sub, Illinois Revised Statutes 1967.

In order submit a bid in response to any City Colleges of Chicago solicitation, Bidders must meet the following requirements:

- Must be incorporated for a total of two (2) full calendar years.
- Must be registered to do business in the State of Illinois regardless of the state of origin.
- Must also be in "Good Standing" with the Office of the Illinois Secretary of State. Please be sure to check your "Good Standing" status with the link provided here: <https://apps.ilsos.gov/corporatellc/> and that while doing business with City Colleges of Chicago will remain in "Good Standing".

#### 1.06 Submission of Bid

**All prospective bidders shall submit one (1) USB drive and one (1) original signature hard copy of sealed bids.** When bids are sent by mail to the City Colleges of Chicago, the bidders shall be responsible for its delivery to the City Colleges of Chicago before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

If you are unable to quote on this bid, please so state on the bid submittal form in Section 00500 and return it to us so that the Board may know that you have had an opportunity to bid.

#### 1.07 Withdrawal of Bid

Bidders may withdraw their bid at any time prior to the time specified as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his bid for a period of one-hundred twenty (120) calendar days after said closing time for the receipt of bids nor shall the successful

bidder withdraw, cancel or modify his bid after having been notified by the City Colleges of Chicago that said bid has been accepted.

1.08 Competency of Bidder

No bid will be accepted or contract awarded to any person, firm or corporation that is in arrears or is in default to the City Colleges of Chicago upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to said City Colleges of Chicago, or had failed to perform faithfully any previous contract with the City Colleges of Chicago.

The contract will be awarded only to a responsible Contractor, qualified by experience and in a financial position to do the work specified.

1.09 Consideration of Bids

The Board reserves the right to reject any or all bids and to disregard any informality in the bids and bidding when, in its opinion, the best interest of the City Colleges of Chicago will be served by such action.

It is the intent of this specification to obtain competitive prices on the items and/or services specified.

1.10 Acceptance of Bids

The City Colleges of Chicago will accept in writing one of the bids or reject all bids, within one-hundred twenty (120) days from the date of opening bids, unless the lowest responsible bidder, upon request of the City Colleges of Chicago, extends the time of acceptance to the City Colleges of Chicago.

1.11 Exceptions

Any deviations from these specifications must be noted on the Bid Submittal Form or pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made should also follow if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

City Colleges of Chicago reserves the right to disqualify bids which do not completely meet outlined specifications. City Colleges of Chicago will evaluate the impact of exceptions to the specification in determining its need.

1.12 Interpretation of Contract Documents

If any person contemplating submission of a bid is in doubt as to the true meaning of any part of the specifications or other contract documents, he may submit to the City Colleges of Chicago a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an addendum duly issued by the City Colleges of Chicago. A copy of such addendum will be mailed or delivered to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of each addendum. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of bid. Bidder will acknowledge receipt of each addendum issued in space provided on bid page. Oral explanations will not be binding.

In the case of conflict between the written specifications and the drawings, the item with the most stringent requirements shall apply.

1.13 Conflicts

In the event of a 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.

1.14 Sexual Harassment Policy

State law requires that every party to a public contract and every eligible bidder shall have a written sexual harassment policy that includes at a minimum: (1) a statement that sexual harassment is illegal; (2) the definition of sexual harassment under Illinois law; (3) a description of sexual harassment, utilizing examples; (4) the bidder's internal complaint process including penalties; (5) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights (IDHR) and the Illinois Human Rights Commission (IHRC); (6) directions on how to contact the IDHR and IHRC; and (7) protection against retaliation for reporting suspected sexual harassment. See Illinois Human Rights Act 775 ILCS 5/2-105.

A copy of the Bidder's sexual harassment policy shall be provided to the City Colleges of Chicago upon request. Failure to provide a copy of said policy upon request will result in rejection of the bid.

1.15 Illinois Criminal Code 33E-3 and 33E-4 Compliance

The bidder certifies that he/she is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. Bidder also certifies that no officers or employees of the bidder have been so convicted that the bidder is not the successor company, or a new company created by the officers of owners of one so convicted. Bidder further certifies that any such conviction occurring after the date of this certification will be reported to the public body awarding the contract or agents thereof, immediately in writing, if it occurs during the bidding process, or otherwise prior to entering into the contract therewith.

1.16 Pre-Bid Meeting

**A pre-bid conference is scheduled for MAY 26, 2023, 12:00 P.M.via Zoom. It is strongly suggested that firms anticipating submitting a bid attend this pre-bid meeting.**

1.17 Basis of Award

Bids will be awarded based on the lowest responsive and responsible total bid. Award will be made solely on the basis of this written bid request and any subsequent written addenda.

City Colleges of Chicago reserves the right to award a contract or multiple contracts herein or reject any or all bids when, in its opinion, the best interest of the City Colleges of Chicago will be served thereby.

City Colleges of Chicago reserves the right to correct mathematical errors.

1.18 Minority/Women Business Enterprise Plan (M/WBE)

The City Colleges of Chicago has adopted a Minority/Women Business Enterprise Plan ("M/WBE Plan") and the requirements are detailed in Appendix 1 of this solicitation ("City Colleges of Chicago Conditions Regarding Compliance with the Minority Business Commitment and Women Business Commitment").

Bidders are required to submit Schedules A and C and current certification letters from acceptable certifying agencies with their sealed bid submissions. These documents must clearly outline the Bidder's plans to utilize MBE and WBEs in accordance with the M/WBE Plan. Failure to address the

M/WBE Conditions could impact the determination of a bid's responsiveness.

Additionally, Bidders must first consider the product's entire supply chain for direct subcontract opportunities. If none are available, indirect participation must be thoroughly considered. Indirect subcontract opportunities include those that are part of a firm's business operations such as truck delivery, fuel, vehicle washing, graphics, etc. All efforts to comply must be documented in the required documents.

If you have any questions regarding the M/WBE Conditions please email them by is **TUESDAY, MAY 30, 2023**, no later than 12:00 p.m. to [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu) to the attention of **WILLIAM MOORE, CONTRACTS ADMINISTRATOR**. Please include the bid number on the subject line, **WM2301**.

#### 1.19 Minimum Wage Ordinance

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: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.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 \$15.40 per hour. The Minimum Wage must be paid to:

- All employees regularly performing 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 contractors 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.



**1.20 Prevailing Wages**

This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

**END OF SECTION**

**00200 GENERAL CONDITIONS****2.01 Equal Employment Opportunity**

In the event of the Bidder's noncompliance with any provision of this Equal Employment Opportunity clause, or the Illinois Department of Human Rights, the Bidder may be non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, such other sanctions or penalties may be imposed or remedied invoked as provided by statute or regulations.

During the performance of this Contract, the Bidder agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidder's obligations under the Illinois Department of Human Rights.

If any such labor organization or representative fails or refuses to cooperate with the Bidder in its efforts to comply with such Act or Rules and Regulations, the Bidder will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Illinois Department of Human Rights, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Department of Human Rights.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Department of Human Rights.
- G. That it will include verbatim or by reference, the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10 (b) of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts so that such provisions will be upon every such Subcontractor; and that it will also so include the provisions of paragraphs A, E, F and G in every supply subcontract as defined in Section 2.10 (a) of the Department's Rules and

Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further, it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Department to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph G of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts:

"Section 2.10 The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Contractor and any person (in which the parties do not stand in the relationship of an employer and an employee):

- For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- Under which any portion of the Contractor's obligation under any one or more contracts is performed, undertaken or assumed."

## 2.02 Non-Discrimination

A Contractor, in performing under this contract, 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.

Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into 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. 88-352, July 2, 1964, 78 Stat. 241 et sub; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-3 to 13-4 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 Contractor and Subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

## 2.03 Insurance Requirements

The Bidder shall procure and maintain at all times, at Bidder's 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.

- 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  
The Proposer 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.

The successful Proposer(s) shall furnish the Institution with original insurance certificates evidencing the required coverage. 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.

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 an 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 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.

Any and all deductibles on referenced insurance coverages shall be borne by Bidder.

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 right to modify, delete, alter or change these requirements.

#### 2.04 Default

If the Vendor fails to supply the require items within the specified time schedule, or if the Vendor shall become insolvent or be declared bankrupt and shall not cure said condition within seven (7) days thereof or shall make an assignment for the benefit of creditors, the City Colleges of Chicago shall give notice in writing to the Vendor and his surety of such default, specifying the same, and if the Contract, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then the City Colleges of Chicago shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Vendor(s) in this contract.

The foregoing remedies of the City Colleges of Chicago, whether exercised or not in case of default by the Contractor shall not exclude or constitute a waiver of, any remedies otherwise provided by law or in equity.

#### 2.05 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 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. 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.

## 2.06 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. In the event that 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. 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 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 extension, however, does not relieve Consultant of liability for any damages the Institution may suffer. Consultant shall cure any default that is not time-sensitive with 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 of the following remedies for a Default:

- i. Complete the Services at Consultant'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
- ii. 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 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 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 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.

2.07 CCC Ethics Policy

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 bid responses. (See Appendix II)

2.08 Disclosure

The Bidder will disclose any professional or personal financial interest which could be a possible conflict of interest in representing the District. The Bidder shall further disclose arrangements to derive additional compensation from various investment and reinvestment products, including financial contracts. The Bidder 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.

2.09 Debarment

Bidders 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.

2.10 Economic Disclosure Statement and Affidavit Forms

Community College District No. 508 (CCC) requires the submission of an Economic Disclosure Statement and Affidavit (“EDSA”) with all bids (Appendix IV). The economic disclosure forms must be completed in its entirety and notarized.

Bidders must complete the 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(s) of ownership information (see Page 3 of 10). Failure to provide complete ownership information may cause your response to be deemed as non-responsive. (See Appendix IV – 10 pages)

**END OF SECTION**



**00300 SPECIAL CONDITIONS****3.01** Scope

The City Colleges of Chicago is interested in obtaining Sports Medicine and District Rehabilitation Training Services for the Athletic Departments – District Wide (Daley College, Kennedy-King College, Malcolm X College, Olive-Harvey College, Truman College and Wright College), of the City Colleges of Chicago, in strict accordance with the specifications and contract documents.

**3.02** Contact Person

Refer technical questions concerning clarification of these specifications to **WILLIAM MOORE**, Contract Administrator, in writing via email at [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu). The deadline for submitting final questions in writing is **TUESDAY, MAY 30, 2023**, no later than **12:00 p.m. CDT**. Please reference the bid number, **WM2301**, in all communications regarding this bid. Bidders requiring additional information shall contact the Contracts Administrator.

**Bidders who contact any City Colleges of Chicago personnel other than the Contracts Administrator will be considered in violation of the procurement rules and may have any bid response disqualified.**

**3.03** Contract Award

This contract will become effective after approval by the Board of Trustees and issuance of a purchase order(s) to the selected vendor(s) with the lowest responsive and responsible bid(s).

**3.04** Contract Period

The contract period shall be for three (3) years with an option to extend for an additional two (2) two (1) year periods, unless terminated prior to this date according to the terms of the Termination paragraph, or extended as provided for herein.

The expiration date shall be the last day of the thirty sixth calendar months after the established start date. The contract shall begin upon the issuance of a Purchase Order and continue until all items have been delivered and accepted, unless terminated according to the terms of the Termination paragraph, or extended as provided for herein.

**3.05** Contract Extension

This contract shall be in effect for the dates indicated herein for the contract period. The Board of Trustees may elect to extend for an additional two (2), two (2) year periods from the expiration date of this contract at a renewal rate not to exceed 4% per fiscal year of the contract or as negotiated per industry standards. However, the contractor shall have the privilege of rejecting an extension of the contract period. Such rejection shall be made in writing to the Department of Procurement Services at least one-hundred twenty (120) days prior to the expiration of the contract and shall state its unwillingness to agree to an extension.

The City Colleges of Chicago will be obligated to order and pay for only such quantities as are from time-to-time ordered on formal CCC purchase orders.

**3.06** Pricing

Quoted pricing shall remain firm for the entire contract. The bidder shall prepare his bid on the bid form in Section 00500. Unless otherwise stated, all blank spaces on the bid page applicable to the subject specification must be correctly filled in.

The Board, at its option, may accept bid by item, category or for all items collectively. If the bids are accepted by item, the price shall be the price set forth opposite that item in the bid. A unit price must be stated for each item, either typed in or written in ink, in figures and, if required, in words. If a split award is not acceptable to the bidder, it must be stated in his or her response to the bid.

If you are unable to quote on this bid, please so state on the bid page and return it to us so that the Board may know that you have had an opportunity to quote.

Please execute your bid and return it fully completed and signed in a sealed envelope.

**City Colleges reserves the right to reject any and all bids.**

3.07 Change in Contract

No changes shall be made in the specification or the contract after award of the contract, without the written authorization of the City Colleges of Chicago.

3.08 Incomplete Bids

Bidders must quote all items as stated in Section 00400. Bids submitted to the contrary will be considered incomplete, and as a result, may be rejected.

3.09 Bid Documents

Failure of the vendor to familiarize himself/herself with all of the requirements of this Bid Document will not relieve him/her from complying with all of the provisions thereof.

3.10 Invoices

Vendor will submit one (1) monthly invoice for all services performed under this contract. Invoices for all services stated in this bid should all be sent to City Colleges of Chicago, Dawson Technical Institute, Accounts Payables Department, 3901 S. State Street, Chicago, IL 60609. Invoices must include purchase order number(s) and be itemized giving a complete description of the services provided. City Colleges of Chicago is a public institution and therefore is not subject to sales taxes.

3.11 Terms of Payment

The selected proposer will not be entitled to demand or receive payment under this Agreement until all of 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](mailto:accountpayableservices@ccc.edu) or in duplicate hard copy to City Colleges of Chicago, Dawson Technical Institute, Accounts Payable Department, 3901 S. State Street, Chicago, IL 60609. City Colleges of Chicago offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

Net 15 days or less- City Colleges of Chicago 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.

Net 45 days - City Colleges of Chicago 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 – City Colleges of Chicago will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.

3.12 Participation by other Local Government Agencies:

Other local government agencies (“Local Government Agencies”) may be eligible to purchase Services pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the City Colleges of Chicago’s District Director of Business & Procurement Services, and if such purchases have no significant net adverse effect on the City Colleges of Chicago and result in no observed diminished ability on the Bidder to provide the Services to the City Colleges of Chicago or user departments pursuant to such purchases. Local Government Agencies shall include without limitation: City of Chicago, Chicago Park District, Chicago Public Schools, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier & Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. All purchases and payment transactions shall be made directly between the Bidder and the requesting Local Government Agency; City Colleges of Chicago shall not be responsible for payment of any amounts owed by any Local Government Agency to Bidder. The City Colleges of Chicago assumes no authority, liability or obligation on behalf of any Local Government Authority.

3.13 Transparency Website; Trade Secrets

Consistent with the CCC’s practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to CCC as part this Bid, 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, Bidders may designate those portions of a Bid which contain trade secrets or other proprietary data (“Data”) which Proposer desires remain confidential. To designate portions of a Bid as confidential, Bidder must:

- i. Mark the cover page as follows: “This Bid 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 Bid.”
- iii. Provide a USB with a redacted copy of the entire Bid or submission in .pdf format for posting on the CCC’s website. Bidder is responsible for properly and adequately redacting any Data which Bidder 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 non-responsive.

All Bids 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 other legal requirement. Bidder agrees not to pursue any cause of action against CCC with regard to disclosure of information.

**END OF SECTION**

**00400 GENERAL SPECIFICATIONS**

**4.1 DESCRIPTION OF SERVICES**

City Colleges of Chicago seek bids from qualified firm(s) to provide board certified athletic training services to six (6) of the following City Colleges of Chicago locations: Richard J. Daley College, Kennedy- King College, Malcolm X College, Olive-Harvey College, Harry S. Truman College and Wilbur Wright College. The Athletic Trainers must have certification from the National Athletic Trainers Association Board of Certification (NATABOC) and must be licensed by the State of Illinois as a trainer. The certified trainer will provide services to each athletic team and intramural program, as well as the CCC populations and may assist in the safe operations of the City Colleges of Chicago Fitness Centers.

These services will include the following:

1. Provide one permanent Athletic Trainer at each of our 6 locations. Each trainer may incur a maximum of 35 hours per week, which may include weekdays, weekends and special events. Hours scheduled may be less than 30 hours per week depending on athletic seasons and period of time in the academic term. Work shifts are contingent upon dependent upon the athletic team’s practice and game schedules. Travel to away games and special events will be provided by CCC via team bus’s. The athletic programs at the City Colleges of Chicago is as follows but not limited to:

<u>2023-2024 Olive &amp; Harvey College</u>		
Sports	Participants	Projected Max
1. Men’s Basketball	14	15
2. Women’s Basketball	10	15
3. Men’s Baseball	19	24
4. Women’s Volleyball	8	14
5. Men’s Track	TBD	
6. Women’s Track	TBD	
7. Men’s Soccer	Not Offered	
8. Women’s Soccer	Not Offered	
9. <u>X Country</u>	<u>Not Offered</u>	
<b>Total Student Athletes 51</b>		

<u>2023-2024 Malcolm X College</u>		
Sports	Participants	Projected Max
1. Men’s Basketball	15	15
2. Women’s Basketball	10	15
3. Men’s Soccer	17	24
4. Women’s Soccer	Not Offered	
5. Men’s Baseball	Not Offered	
6. Women’s Volleyball	Not Offered	
7. <u>X Country</u>	<u>Not Offered</u>	

**Total Student Athletes 42**

<u>2023-2024 Wilbur Wright</u>		
Sports	Participants	Projected Max
1. Men’s Basketball	10	15
2. Women’s Basketball	8	15
3. Men’s Soccer	Not Offered	
4. Women’s Soccer	Not Offered	
5. Men’s Baseball	Not Offered	
6. Women’s Volleyball	Not Offered	
7. <u>X Country</u>	Not Offered	

**Total Student Athletes 18**

<u>2023-2024 Daley</u>		
Sports	Participants	Projected Max
1. Men’s Basketball	7	15
2. Women’s Basketball	Not Offered	
3. Men’s Soccer	Not Offered	
4. Women’s Soccer	Not Offered	
5. Men’s Baseball	Not Offered	
6. Women’s Volleyball	Not Offered	
7. <u>X Country</u>	Not Offered	

**Total Student Athletes 7**

<u>2023-2024 Truman</u>		
Sports	Participants	Projected Max
1. Men’s Basketball	7	15
2. Women’s Basketball	Not Offered	
3. Men’s Soccer	Not Offered	
4. Women’s Soccer	Not Offered	
5. Men’s Baseball	Not Offered	
6. Women’s Volleyball	Not Offered	
7. <u>X Country</u>	Not Offered	

**Total Student Athletes 7**

<u>2023-2024 Kennedy King College</u>		
Sports	Participants	Projected Max
1. Men’s Basketball	5	15
2. Women’s Basketball	5	15
3. Men’s Soccer	Not Offered	
4. Women’s Soccer	Not Offered	
5. Men’s Baseball	Not Offered	
6. Women’s Volleyball	Not Offered	

7. X Country Not Offered

**Total Student Athletes 10**

2. Provide one Floater Athletic Trainer who will help service our 6 locations as needed. A maximum of 35 hours a week will be incurred for substitute and on field services.
3. Provide athletic training services at all home games, including playoff games, which may be at home or away. Note: Home games may be played at off-campus locations.
4. Assist in identifying and providing recommendations for qualified team physicians to perform physicals and referrals to medical specialists when needed. Assist in the facilitation of annual/semi-annual physicals. When appropriate, facilitate the performance of cardiovascular screening as a function of the annual physical.
5. Assist in training room equipment assessment.
6. Develop a complete profile on every student athlete requiring service, using the ATS software program from Keffer Development Services.
7. Provide athletic training services to all practice injuries as well as onsite emergency injuries.
8. Establish and keep records of all participants' physical evaluations, injury reports and hospital reports.
9. Collaborate with the Athletic Directors, District Athletic Office and the Office of Risk Management to ensure proper and timely processing of athletic claims.
10. Manage Athletic Training appointments with students in conjuncture with CCC staff.
11. The vendor will also be responsible for the upkeep of the medical supplies area and training space.

**4.2 DUTIES OF THE ASSIGNED ATHLETIC TRAINERS**

The initial assessment and supervision of treatment for all athletic injuries and conditions.

1. Give basic instructions to athletic staff members in the prevention and care of injuries.
2. Train, supervise and schedule student trainers for athletic events and practices.
3. Refer athletic injuries to physicians for diagnosis and/or treatment after notifying the campus Athletic Department and the student athlete's parent.
4. Collect, receive and fill all doctors' notes and release forms relative to an athlete's injury or illness.
5. Perform appropriate instructions and treatment as directed by the athlete's physician.

6. Develop and supervise appropriate rehabilitation programs for athletes.
7. Assist and advise the coaching staff regarding injury prevention, conditioning programs, and the selection of care and fitting of protective equipment.
8. In a game or practice activity where a player is injured, continued participation should be determined by the trainer rather than the coach.
9. Oversee the organization, inventory and requisitioning of all training room supplies. All requisitioning of equipment and/or supplies must be submitted to the Athletic Director.
10. Attend all home events including practices. High injury risk events will take precedence relative to the attendance of the Certified Athletic Trainer in both home and away contests. Athletic Trainers are to consult and confirm their attendance with the campus Athletic Director.
11. Maintain a safe and clean training room and ensure all equipment is sanitized after each daily use.
12. Report significant injuries to the athletic office and keep injury reports and records on the proper forms.
13. Maintain training room hours before, during and after practice as the situation permits.
14. Keep medical kits fully stocked and issue to all athletic teams.
15. Direct Student Athletes to physicians and treatment centers that are authorized by the student's primary health insurance carrier as to avoid personal financial risk to the student. If a Student Athlete is not insured, the District Policy is Primary up to \$25,000 per occurrence. The Excess Policy underwritten by Liberty Mutual would cover related expenses beyond the \$25,000 CCC portion.
16. Cooperate fully with the District's third-party claims administrator in the adjudication of individual claims.
17. Provide to the District's third-party claims administrator all prescriptions, physician orders, physician notes, physician referrals, primary care provider explanation of benefits documents on an immediate basis.
18. Assist the injured student athlete with the completion of a CCC claim form. Ensure all information is provided, secure all required signatures and transmit together with all supporting documentation via email to the Office of Risk Management and to the college Athletic Director.
19. Participate in regular professional development activities designed to enhance or refresh skillset in achieving best practice service delivery.
20. Maintain current and active participation in the Illinois Department of Financial and Professional Regulation Illinois Athletic Training License Program. Take all action necessary to retain a license in Good Standing.



### 4.3 VENDOR REQUIREMENTS

1. Provide a physician referral appropriate to the care for athletic injuries and diseases. In cases of uninsured student- athletes or student-athletes that receive a form of public aid (i.e Medicaid communication must occur between the Athletic Trainer, Athletic Director, District Athletic Office and Office of Risk Management prior to a referral for care).
2. Provide training services to all sports teams at all levels at CCC six (6) colleges.
3. Provide coverage at all home sports events in the fall, winter, spring and summer.
4. Provide coverage at all practices at CCC in the fall, winter, spring and summer.
5. Provide rehabilitation services to injured student- athletes.
6. Have athletic trainers available for multiple practice areas (inside facility and outside facility) in addition to trainer-designated to provide rehabilitation services.
7. Provide coverage for summer conditioning and open facility programs.
8. Athletic Trainers are prohibited from coaching or assisting in the coaching of any sport while serving as a Certified Athletic Trainer.
9. As a contractor or vendor doing business with the City Colleges of Chicago, you are required to comply with City Colleges' background check and drug testing requirements. Contractors are expected to undergo a background check, which includes but is not limited to the following: criminal history verification, education verification, and employment verification. Contractors are expected to undergo drug testing at a medical laboratory certified to conduct such testing by the National Institute for Drug Abuse. Contractors shall not begin work prior to the receipt of drug testing results, nor may be assigned to work at City Colleges if the drug screen reveals the presence of illegal or non-prescribed controlled substances. Contractors and vendors may show compliance with City Colleges' background check and drug testing requirements by providing sufficient written proof that they have successfully completed background screening and drug testing within the past five (5) years. If City Colleges deems the submitted written proof as insufficient, the contractor or vendor will be required to undergo City Colleges' background check and drug testing process prior to beginning work or being assigned to work at City Colleges.
10. As a contractor vendor doing business with the City Colleges of Chicago, you are required to adhere to City Colleges' EEO/Title IX Policy. The EEO Policy prevents discrimination and harassment based on several protected categories, and Title IX represents the federal law designed to prevent sexual assault and harassment of students on college campuses and promote gender equity in education. City Colleges is committed to maintaining an environment that is free from all forms of discrimination and harassment, including sex discrimination and sexual harassment. In keeping with this commitment, we do not tolerate discrimination or sexual harassment against any member of the City Colleges, including students, faculty or staff, by any member of the City College's community, or by contractors, consultants or vendors doing business with or providing services to City Colleges. (See also the EEO/Title IX Policy on the City Colleges website at [http://www.ccc.edu/departments/Pages/Equal-Opportunity-Office-\(EEO\).aspx](http://www.ccc.edu/departments/Pages/Equal-Opportunity-Office-(EEO).aspx))

**4.4 ADDITIONAL VENDOR REQUIREMENTS**

1. Provide information on the company's background, including the number of years in business, main office location and a list of services provided.
2. Submit copies of the firm's State of Illinois business license, National Athletic Trainers Association Board of Certification (NATABOC).
3. Provide an organizational staffing plan chart for the personnel who will perform the services, as stated in Section 00400 – General Specifications.
4. Provide names and number of physicians and athletic trainers to be assigned to City Colleges of Chicago, including resumes, educational backgrounds and detailed information of qualifications of assigned professionals and a copy of their certifications, licenses, etc.
5. Submit a list of Medical Insurances accepted by your firm.
6. Submit a list of Medical Insurance not accepted by your firm.

**4.5 CITY COLLEGES OF CHICAGO (LOCATIONS):**

Daley College  
7500 S. Pulaski Road  
Chicago, IL 60652

Kennedy-King College  
6301 S. Halsted Ave.  
Chicago, IL 60621

Malcolm X College  
1900 W. Jackson Blvd.  
Chicago, IL 60612

Olive-Harvey College  
10001 S. Woodlawn Ave.  
Chicago, IL 60628

Truman College  
1145 W. Wilson Ave.  
Chicago, IL 60640

Wright College  
4300 N. Narragansett  
Chicago, IL 60652

**END OF SECTION**

**SECTION 00500 – BID SUBMITTAL FORMS**

**5.1 Bid Quotation Form: Sports Medicine and Rehabilitation Training Services**

Having carefully examined the specifications and being familiar with all of the conditions affecting this bid, the undersigned agrees to provide Sports Medicine and Rehabilitation Training Services to Olive-Harvey College, Kennedy-King College, Richard J. Daley College, Malcolm X College, Harry S. Truman College and Wilbur Wright College – District Wide, of the City Colleges of Chicago/District Wide, as specified (Section 00400) herein and to satisfactorily meet the specifications.

We propose to provide Sports Medicine and District Rehabilitation Training Services - District Wide as outlined in Sections 00100 through 00500 of the specifications dated **May 23, 2023**, at the following:

Certified Athletic Trainers Hourly Rate (Up to 35 hours per week) \$ \_\_\_\_\_

Certified Athletic Trainers Hourly Rate (over 35 hours per week) \$ \_\_\_\_\_

If you are submitting a NO-BID for this requirement, kindly state your company’s name and indicate the reason why you’re not submitting a bid in the space that follows:

Company’s Name: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## 5.2 References

Bidders are required to provide at least three (3) references, one per firm, for whom you have provided services similar to what is being requested in this bid within the past three (3) years. Please complete the following CCC Reference Questionnaire, Page 1, for each of your references and return the forms with your bid submission. City Colleges of Chicago will contact your references to verify the services that you've provided them after submission of your bid. Please make additional copies of the form as needed.

**CITY COLLEGES 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 **WILLIAM MOORE**, Buyer, via email to [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu). Please contact the Buyer at 773-487-6958 with any questions.

To Be Completed By Bidder

Reference Company Name: \_\_\_\_\_

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

Reference Phone: \_\_\_\_\_

Reference E-mail: \_\_\_\_\_

Bidder's Name: \_\_\_\_\_

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

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

Contract Amount: \_\_\_\_\_

Project Completion Date: \_\_\_\_\_

(Page 1 of \_\_\_\_\_) (Bidder leave blank)

**5.3 BID SIGNATURE SHEET**

Bidder acknowledges receipt of the following addenda:

Addendum	No. _____	Dated _____
Addendum	No. _____	Dated _____
Addendum	No. _____	Dated _____

The following documents and information must be completed and included with all Bid submissions:

1. Section 00500 – Bid Submittal Forms, three (3) References and Bid Signature Sheet (Articles 5.01- 5.03)
  2. Provide information on the company’s background, including the number of years in business, main office location and a list of services provided.
  3. Submit copies of the firm’s State of Illinois business licenses, National Athletic Trainers Association Board of Certification (NATABOC), and all other licenses required to provide these service, including professional and trade related licenses and certifications.
  4. Provide an organizational staffing plan chart for the personnel who will perform the services, as stated in Section 00400 – General Specifications.
  5. Provide names and number of athletic trainers to be assigned to City Colleges of Chicago, including resumes, educational backgrounds and detailed information on qualifications of assigned professionals and copies of certifications.
  6. Provide a list of referring physician’s networks affiliated with your firm.
  7. Submit a list of Medical Insurances accepted by your firm.
  8. Submit a list of Medical Insurance not accepted by your firm.
- Appendix I
9. Applicable MBE/WBE Schedules regarding Compliance with the Minority Business Commitment and Women Business Commitment Forms (must be signed and notarized)
  10. Copies of MBE/WBE Certification Letter(s) from certifying agencies accepted by CCC
- Appendix II
11. CCC Ethics Orientation for Contractors/Vendors “Acknowledgement” Form
- Appendix III
12. IRS W-9 Form
- Appendix IV
13. Economic Disclosure Statement and Affidavit (all 10 pages must be signed and notarized)

Note: All bids must be signed to be considered a valid quotation.

Firm’s Name: \_\_\_\_\_  
(Corporation, Partnership, Sole Proprietor)

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signor’s Printed Name and Title)

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

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

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**NOTICE: SEALED BIDS ARE DUE ON JUNE 12, 2023, BY 12:00 P.M. CDT TO CITY COLLEGES OF CHICAGO, DAWSON TECHNICAL INSTITUTE, DEPARTMENT OF BUSINESS AND PROCUREMENT SERVICES, ROOM 102, 3901 S. STATE STREET, CHICAGO, IL 60609. BIDS WILL BE OPENED AND READ VIA ZOOM TELECONFERENCE PROMPTLY AT 12:15 P.M. DELIVERIES ARE ACCEPTED AT THE REAR PARKING LOT BUILDING ENTRANCE MONDAY THRU FRIDAY FROM 9AM – 4PM. ALL BIDS ARE DUE BY THE DUE DATE AND TIME DEADLINE.**

**NOTE: IT IS THE RESPONSIBILITY OF THE BIDDER TO HAND DELIVER OR MAIL BIDS BEFORE THE SCHEDULED DUE DATE AND TIME. BIDS ARRIVING LATE WILL BE RETURNED UNOPENED. WHEN RESPONDING TO THESE SPECIFICATIONS, PLEASE RETURN ONE (1) USB DRIVE AND ONE (1) ORIGINAL SIGNATURE HARD COPY OF YOUR BID RESPONSE TO INCLUDE ALL REQUIRED DOCUMENTATION, INFORMATION AND APPLICABLE MBE/WBE SCHEDULES WITH CERTIFICATION LETTERS.**

**ATTACHMENT A**

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

**LETTER OF INTENT TO BID**

**WM2301  
SPORTS MEDICINE AND DISTRICT REHABILITATION TRAINING SERVICES  
(ATHLETIC TRAINERS)  
DISTRICT WIDE**

I, \_\_\_\_\_, the undersigned being a  
duly authorized official of \_\_\_\_\_  
hereby acknowledge receipt of the above referenced Sealed Bid offering and  
certify the intent of the firm to submit a bid in response to the notification.

\_\_\_\_\_

***PLEASE EXECUTE AND EMAIL TO THE ATTENTION OF WILLIAM MOORE, CONTRACT  
ADMINISTRATOR, AT [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu), BY JUNE 8 2023, NO LATER THAN 12:00  
P.M.***

\_\_\_\_\_

**COMPANY'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_ **WEBSITE:** \_\_\_\_\_

**PRINCIPAL CONTACT:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



**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 - IRS W-9 INSTRUCTIONS AND FORM

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

# Appendix 1

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**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**

- 1.1 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.
- 1.2 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**

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. **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.
- j. **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.
- 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— CEI (formerly 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

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
- 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.

**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, State & Zip)

and I can be reached at

(phone number)

or via email at

**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:	Contact Phone:
Contact Email:	MBE                      WBE	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation Direct Participation
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE                  WBE	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation Direct Participation
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE                  WBE	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation Direct Participation
Description of Services:		

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE                  WBE	Certification Agencies:
Contract \$:	Contract %:	Indirect Participation Direct Participation
Description of Services:		

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):**

(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:

(Name of Certified Firm/ MBE or WBE)

MBE

WBE

To:

(Name of Bidder/Proposer)

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

a Sole Proprietor

a Corporation

a Partnership

a Sub-contractor

a Supplier

a Consultant

a Joint Venture



***If proposing a Joint Venture with an MBE or WBE, submit Schedule C-2***

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

**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)

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	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**

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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: \_\_\_\_\_  
Signature and Title of authorized representative

\_\_\_\_\_  
Name of Bidder/Proposer Company

**For CCC use**

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**

# **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-l). If you are in doubt about a gift, contact your Ethics Officer and read the City Colleges of Chicago Ethics Policy on Gift Ban. A link to The City Colleges of Chicago Ethics Policy can be found at <http://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.

## **PENALTIES**

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/contractor 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 <http://www.ccc.edu/departments/pages/ethics.aspx>

**All vendors/contractors 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 Ethics Orientation Contractors/Vendors packet. I further affirm that I will read the full text of the City Colleges of Chicago Ethics Policy.

**FIRM NAME**

**SUBMITTED BY**

**DATE**

**TITLE**

---

**SIGNATURE**

### Contact Information for the City Colleges of Chicago Ethics Office

**Telephone:** (312) 553-2925

**Email:** [ethicsoffice@ccc.edu](mailto:ethicsoffice@ccc.edu)

**Web Page:** <http://www.ccc.edu/departments/pages/ethics.aspx>



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*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.



**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent 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 fill in all responses clearly. 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.
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

the Applicant

OR

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

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:**

**Address:**

**City:**

**State/Province:**

**Zip/Postal Code:**

**C. Telephone:**

**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:

Individual	Limited liability partnership*
Privately held business corporation	Joint venture*
Publicly registered business corporation	Limited partnership*
Trust	Limited liability company*
Sole proprietorship	General partnership*
Not-for-profit corporation	
(Is the not-for-profit corporation also a 501(c)(3))?	Y N
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:

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
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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
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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, click "None." 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
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(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 CCCs Ethics Policy 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 <i>(indicate whether retained or anticipated to be retained)</i>	Business Address	Relationship to Disclosing Party <i>(subcontractor, attorney, lobbyist, etc.)</i>	Fees <i>(indicate whether paid or estimated)</i>
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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)
  - (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





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:

(Name of disclosing Party)

By: \_\_\_\_\_  
(sign here)

(Name of person signing)

(Title of person signing)

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

Signed and sworn to before me on (date) \_\_\_\_\_, by \_\_\_\_\_

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

Commission expires: \_\_\_\_\_