

# CITY COLLEGES<sup>®</sup>

## OF CHICAGO

### REQUEST FOR PROPOSALS (RFP) #SN2303 HR PERFORMANCE MANAGEMENT SYSTEM

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

All responses shall be addressed and returned to:

City Colleges of Chicago  
Dawson Technical Institute  
Procurement Services  
3901 S. State Street, Room 102  
Chicago, IL 60609

**Attn: Steve Nash, Senior Contract Administrator**

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#### ***Proposals must be received no later than 12:00 p.m. CDT MONDAY, AUGUST 14th, 2023***

Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **RFP #SN2303 – HR Performance Management System**, the time, and the date specified for receipt. The name and address of the Proposer must also be clearly printed on the outside of envelope or package. The Proposer shall be responsible for delivery by the due date and time, whether delivered by U.S. mail or messenger. Late proposals will be returned to the sender unopened. *Delivery/drop-off of proposal responses are accepted at the rear parking lot building entrance Monday – Friday from 9:00 a.m. – 4:00 p.m. All proposal responses/submissions are due by the due date and time deadline.*

**A pre-proposal conference is scheduled for Tuesday, July 18th, 2023 at 11:00 am CDT** to discuss the Scope of Services and the compliance procedures for the Minority and Women Business Enterprise Contract Participation Plan (MBE/WBE). The pre-proposal conference will take place via a Zoom teleconference. Firms anticipating submitting a proposal are encouraged to attend via teleconference. We recommend you have a copy of the RFP document when joining the meeting. After accessing the Zoom application, instructions for the pre-proposal conference are as follows:

**Meeting ID: 874 0257 4137**

**Passcode: 523721**

Questions regarding clarification or verification of these specifications and MBE/WBE compliance procedures should be submitted in writing via email to: **Steve Nash, Senior Contract Administrator at [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu)**. **The deadline for submitting final questions is Friday, July 21st, 2023.** Please reference the RFP number, **RFP #SN2303 – HR Performance Management System**, in all communications regarding this RFP.

The Letter of Intent to Submit a Proposal (Attachment A), is due via email to [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu), attention **Steve Nash, Senior Contract Administrator**, by **Thursday, August 10th, 2023**. If you do not intend to submit a proposal in response to this RFP, please email us a brief, detailed explanation, to [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu), in order to continue to receive future bid/RFP notices.

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APPENDIX IV – ECONOMIC DISCLOSURE INSTRUCTIONS AND ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (10 pages and must be notarized)

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

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## **SECTION I - GENERAL INFORMATION**

City Colleges of Chicago (CCC) consists of seven (7) community colleges which are all located within the city limits of Chicago. In addition, there are six (6) satellite locations that are affiliated with the colleges. A seven-member board of trustees, who are appointed by the Mayor of Chicago, governs the system. The chief administrative officer of the system is the Chancellor, who is appointed by the Board of Trustees. Each college has its own President, who reports to the Chancellor, and its own administrative staff which is responsible for policy administration in the areas of human resources and staff development, finance, academic affairs, administrative services and information technology. Each of these areas is headed by a Vice Chancellor that reports to the Chancellor.

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

## **SECTION II - INTENT AND SCOPE OF SERVICES**

### **Intent**

The City Colleges of Chicago (CCC) is soliciting proposals from Vendors ("Vendor") qualified to provide a Performance Management (PM) system that has the ability to fully integrate with PeopleSoft system and has the functionality to meet standard performance measurement data acquisition, analysis, and reporting needs. The PM system should also allow for single sign on capability. It should facilitate conversations surrounding but not limited to performance reviews, goals (tracking), feedback, 360-degree peer reviews, coaching, succession planning and compensation solution to build upon and improve the overall process, increase transparency, provide more timely feedback to employees, and improve efficiency for our management team, identify future leaders and align with comprehensive compensation resources for market trend and compensation analysis. The performance tool should be customizable complete with reporting and dashboards for employee and managers. It should be user friendly and be compatible with mobile functionality.

### **Scope of Services**

CCC is looking for a solution that is highly configurable to meet our needs and can be fully integrated with any current and future systems containing performance data and applicant tracking. CCC is only interested in SaaS (Software-as-a-Service/Cloud-based) solution. The solution should include software integration and the mapping of data, and provides and/or effectively deploys the following functional and technical components:

#### 1. FUNCTIONAL REQUIREMENTS:

##### a. Performance Management General Requirements

Comprehensive system that enables us to:

- Plan and act with goal management.
- Monitor with continuous performance management.
- Evaluate and recognize through performance assessments.
- Good workflow between all users
- Ability to add performance ratings to competencies.
- Include self-evaluation, goal setting, manager evaluation, upward feedback, 360 feedback
- Strong workflow including approval process
- Ability to summarize and score/grade all performance reviews

- Ability for multiple choice and text responses

b. Competency Management/Job Analysis

- Maintain a library of competencies that can be added to and shared across forms
- Competencies should be able to be tracked/modified historically (meaning that what is used in one year doesn't have to be used in the future without losing history)
- Competencies should have weighting ability
- Competencies should be able to tie to jobs through job title and/or job category/family

c. Succession Management

- Identify high performers and build pipeline of talent for certain roles
- Ability to upload succession planning documents and monitor training plans

d. Compensation

- Ability to track current salary and potential salary

e. Reporting

- Standard reports with ability to export to Excel. Report by location, manager, department, rating, year
- Ability to build custom reports

2. TECHNICAL REQUIREMENTS:

**Representative list of some critical CCC systems**

PeopleSoft Portal	Version 9.1
PeopleSoft HCM (Human Capital Management)	Version 9.2
PeopleSoft PeopleTools	Version 8.59

**TECHNICAL REQUIREMENTS**

- Solution is browser-based (compatible with current versions of Chrome, Firefox, IE/Edge, Safari) and there is no client Flash or Java requirement
- Solution will require the following integrations (Phase 1):
  - SSO (Microsoft ADFS, AD)
  - PeopleSoft Human Capital Management
  - Website (ccc.edu) and Portal (my.ccc.edu)

**PROPOSED IMPLEMENTATION STRATEGY**

Vendors must provide a proposed timeline for implementation with assumptions related to each item listed below as applicable. The proposed timeline should include notes and rationale for consideration by the Evaluation Committee. Please provide details of the following (list any other major deliverables included in your methodology not listed as well):

- High-level project plan with key tasks, deliverables, milestones.
- Roles and responsibility matrix (see Appendix VI) – Staffing, Deliverables
- Project management methodology

- Status Reporting
- Risk Management
- Issues Management
  
- Project Change Control
- Testing Strategy (Unit, QA, UAT)
- Deployment, Post-Production, Ongoing Support
- Communication/Change Management Plan
- Training and Documentation Plan/Options
- Integration/Interface Plan (list and/or provide assumptions – i.e., Low, Medium, High)
- Ongoing Support Plan (SLA's)
- Workflow Plan (what is included with the proposal)
- Reporting Plan (what is included with the proposal)
- Document retention, archive, purge, governance strategy
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In addition to the proposed implementation plan, the vendor must complete the Roles/Responsibilities Matrix found as one of the tabs in Exhibit B – Technical Interrogatories

#### ADDITIONAL TECHNICAL REQUIREMENTS TO BE ADDRESSED

- a. Application
  - i. Reporting requirements
  - ii. Reporting tools
  - iii. Data Extract/Import
  - iv. Access to data model
  - v. Integration/Interface
  - vi. Configuration/Customization/Branding
  - vii. Communication
- b. Network
  - i. Firewall rules
  - ii. Single sign-on
  - iii. Redundancy fallover / Load balancing
  - iv. Data flow
- c. Servers
  - i. Hardware requirements
  - ii. VPN
- d. Storage Environments/Database
  - i. Environments required (Dev, QA, Prod, Training, Production Mirrors, etc.)
  - ii. Database data purge, retention, backup, restore and recovery
- e. Remote Hosting
  - i. Disaster recovery, Business continuity
  - ii. Data Center capabilities
  - iii. Monitoring
  - iv. Infrastructure architecture
- f. Security
  - i. Various tiers – access roles
  - ii. LDAP/AD, Single sign-on (SSO)
  - iii. Database security
  - iv. Data Center/Physical security
  - v. Intrusion detection/Virus protection
  - vi. General

- vii. Data security risk: open data source
- g. Maintenance/Upgrades and Support
  - i. Project/Application documentation
  - ii. Upgrades, releases, patches
  - iii. Support/Call Center – Response
  - iv. Resolution, Escalations, Hand-off (CCC and Vendor) – SLAs
  - v. Warranties
  - vi. Availability, system, application, network, services, etc.
- h. Other
  - i. Web 3.0 capabilities
  - ii. Scalability – various tiers
  - iii. Smart/Mobile device capabilities
  - iv. Stress/Performance assurances/Peak time
  - v. Additional software licenses
  - vi. Client hardware/software/version requirements
  - vii. Government regulations: HIPPA, SOX, FERPA, GDPR, Security, Data retention
  - viii. Electronic signatures

CCC wishes to procure a cost effective and user-friendly digital solution that allows for identifying job competencies, providing specific, measurable, achievable, relevant and time-oriented performance and applicant tracking metrics. The ideal solution will provide a framework that will allow CCC the flexibility to build a comprehensive HR program either in stages or as a whole.

Security must be integral to the solution. Data access and security shall be role based and be part of the fabric of the solution. Given the expected lifespan of the solution, it should be able to accommodate future security needs, allowing for flexibility and expandability.

CCC expects the solution to reside on an enterprise server platform using industry standard operating systems. Rollout of the performance system will be in two to three phases. The pilot phase will include select non-bargained for (NBF) administrative employees across the district in 2023-2024. The second will all non-bargained for (NBF) employees and the third phase currently planned to be 360-degree implementation.

The desired Performance Management program will be designed to support and improve the overall operation of the organization and would assist the growth and development of individual professional capabilities. In addition, the solution will identify employee strengths and areas of improvement and allow for the rating of employee performance against established performance standards. The solution will support appropriate management oversight and assure that employees have goals that are in line with the overarching departmental and goals of the district.

### **SECTION III - SUBMITTAL REQUIREMENTS**

In order to submit a proposal in response to any City Colleges of Chicago solicitation, Proposers 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”.

Each Proposer is required to present evidence of experience, qualifications, financial responsibility and capacity to

perform the requested services. One (1) original signature hard copy and two (2) USB drives are to be submitted in response to this RFP, (see also Page 1). All USBs shall include your entire proposal response in one (1) pdf file; financial information may be submitted as an additional pdf file included on the USBs.

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

**A. Format of Response**

All original response(s) must be submitted with pages numbered with section dividers for each item listed below. Each original signature response shall be submitted on standard 8 ½" x 11" plain white copy paper with material printed on one (1) side only in a 3-Ring binder. Expensive papers and special bindings (**Absolutely no spiral bindings nor machine bindings**) are discouraged since no materials will be returned to the Proposer. The USB drives (2 each) shall include your entire proposal response submitted in a pdf file format and each drive shall indicate Responder's name, RFP number and name enclosed in individual sleeves/cases. Re-typing of any forms required to be submitted with proposal responses is prohibited.

**B. Contents of Response**

**Table of Contents:**

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

**1. Cover Letter**

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

**2. Executive Summary and Executive Summary Sheet**

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

**3. Joint Ventures**

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

In accordance with the joint ventures provision, CCC may award a single contract to the prime proposer, including any primary proposer who identifies a subcontractor that will perform a portion of the services, or a single contract to a legally established joint venture.

If a prime proposer is proposing a joint solution that requires CCC to execute a contract with a third

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

**4. Experience and Statements of Qualifications:**

A. Proposer must provide information on the company's background, including:

1. The company name, address, city, state, zip code, telephone, and fax numbers.
2. Identify the name, title, address, phone and fax numbers, and e-mail address of the primary contact person for this project.
3. A brief overview of your company including number of years in business, number of employees, nature of business, and description of clients.
4. Any parent corporation and/or subsidiaries, if appropriate.
5. Any industry awards/recognition that you have received, the awarding party, and the year received.

B. Proposer must provide information on services similar in nature and scope as requested in Section II, Scope of Services, including company's name, contact person, telephone and fax numbers and email address; provide information for similar services to any educational institutions or government agencies. Provide the name, title, street address, city, state, zip code, telephone and fax numbers and email address for the individual(s) authorized to negotiate a contract with the City Colleges of Chicago

C. Detailed information on the Proposer's ability to meet the Scope of Services of this RFP. This should include the services that your firm would be able to provide and how the services will be executed.

D. Provide an organizational staffing plan chart for the personnel who will perform services as stated in Section II, Scope of Services, including resumes and educational background.

E. Demonstrate a capacity to provide/perform services- Respondent must provide a summary of current and future projects, commitment and include projected completion dates. Describe how any uncompleted projects and/or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within CCC's timeline and affect dedicated resources committed to CCC's program. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities, and what percentage of the work will be subcontracted?

**5. Clients and Portfolio**

Proposers shall provide three (3) client examples of services as defined in this RFP. Provide the scope of work, contract value, length of time to complete and Proposer's project manager if available.

**6. References**

Proposers are required to provide at least three (3) references, one per firm, for whom you have provided services to as requested in this RFP. Please include company names, contact persons, mailing addresses, telephone numbers and email addresses. Please complete Page One of the Reference Questionnaire (Attachment B), include a brief detail of services provided and submit form with your proposal. City Colleges will email the form and reference questions to the references included in your submittal. Please inform your references that they will be contacted by CCC. CCC reserves the right to check references on any projects performed by the proposer whether provided by the proposer or know by CCC.



**7. IRS W-9 Form**

A current IRS W-9 Form must be completed, signed and submitted with your proposal. (See Appendix III)

**8. Financial Statements**

Proposers are required to provide copies of audited/non-audited financial statements for the three (3) previous fiscal years or audited/non-audited tax returns signed by preparer and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion, auditor's notes, balance sheet and statements of income/loss. Each prime or joint venture partner must submit this information. CCC will also accept as alternative information in substitute of Financial Statements, three (3) years of Profit/Loss Income Statements and Balance Sheets. The City Colleges of Chicago reserves the right to accept alternative information and/or documentation submitted by Proposers.

**9. Legal Actions**

List and briefly describe any and all legal actions for the past three (3) years in which Proposer has been:

- a debtor in bankruptcy,
- a defendant in a lawsuit for deficient performance under a contract or agreement,
- a Respondent in an administrative action for deficient performance,
- a defendant in a criminal action.

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

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

Specifically, Proposers must submit the appropriate compliance documents (i.e., Schedules A and C or D and letters from the certifying agencies) with their proposal. Also, MBE/WBE Implementation Plans (Schedule A) may include either direct or indirect participation in the provision of the services requested in the RFP. Proposers requesting a waiver must include a narrative addressing the good faith efforts with its Schedule D.

Any questions regarding the M/WBE Compliance policy or any part of Appendix I should be directed to **Steve Nash, Senior Contract Administrator at [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu). The deadline for submitting final questions is Friday, July 19th, 2023, by 12:00 p.m. CDT.** Please reference the RFP number, **SN2303 – Performance Management**, in the Subject area.

**11. CCC Ethics Orientation Contractors/Vendors**

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

**12. Fee/Cost Proposal**

With respect to the requirements outlined in the scope of work section in this RFP, provide a price for your firm's work. Pricing is to be fully inclusive of all services and expenses. Please see Exhibit C – Fee/Cost Proposal

Please note: With respect to the requirements outlined in the scope of work section of this RFP, CCC will not pay nor reimburse any travel, hotel costs, parking, presentation reproduction costs, etc. to the awarded vendor.

**13. Disclosure**

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

**14. Debarment**

Proposers must disclose that neither the vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in a contract or agreement with any federal, state, county or local department or agency. If the vendor is unable to certify to this statement, it must attach an explanation to this application.

**15. Economic Disclosure Statement**

Proposers must complete the attached Economic Disclosure Statement and Affidavit as referenced in the Appendices. The economic disclosure forms must be completed by the Prime contractor and all subcontractors in its entirety and notarized. Privately held firms and not-for-profit organizations must disclose their board of directors/corporate officers. All firms must disclose owners and the percentage(s) of ownership information (see Page 3 of 9). Failure to provide complete ownership information may cause your response to be deemed as non-responsive. (See Appendix IV – 9 pages)

**SECTION IV - INSURANCE REQUIREMENTS****A. Proposer's Insurance**

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

The kinds and amounts of insurance required are as follows:

**1. Worker's Compensation and Occupational Disease Insurance**

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

**2. Commercial Liability Insurance (Primary and Umbrella)**

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

**3. Automobile Liability Insurance**

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

**4. Cyber Liability**

A Cyber and Privacy Policy shall be maintained with limits of not less than \$3,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to District Trustees, Employees, Students, Administrators, Staff, Visitors and Guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

5. **Professional Liability (E&O), Medical Malpractice, Fidelity, EPLI**

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

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 coverage has 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 and Business Services Department 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 coverage shall be borne by Proposers.

Proposer expressly understands and agrees that any insurance coverage 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.

**B. Non-Discrimination**

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

Proposer further agrees that this article will be incorporated by Proposer in all agreements entered 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 Proposer and Subcontractors will furnish such reports and information as requested by the Chicago Commission on Human Relations.

**SECTION V - GENERAL INSTRUCTIONS****A. Time for Receiving Proposals**

***Proposals must be received no later than Monday, August 14th, 2023 12:00 p.m. local Chicago time. Proposals received prior to the due date and time will be securely kept and unopened. Proposals submitted after the designated time and date will be returned unopened. Proposals are not publicly opened and once submitted become the property of the City Colleges of Chicago.***

**B. Preparatory Cost**

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

**C. Submission of Proposals**

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

**D. Contract Award**

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

**E. Withdrawal of Proposals**

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

**F. Addenda to this RFP**

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

**G. Conflicts**

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

**H. Indemnity**

Notwithstanding any other terms and conditions, including any obligations regarding insurance coverage, Vendor agrees to defend, indemnify, save and hold harmless fully the Board of Trustees of Community College District No. 508, its colleges, satellite campus', officers, employees, agents, students, volunteers and contractors against 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.

**I. Termination**

**Termination for Convenience.** This contract can be terminated upon ten (10) days written notice by City Colleges of Chicago on the grounds of Proposer's violation of any terms and conditions of the Contract, procedures or guidelines or inadequacy of Proposer's performance or if there is no further need for the requirements. 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
  - iii. Demand specific performance, an injunction or any other appropriate equitable remedy; or
  - iv. Terminate this Agreement.
- c. **Right to Offset.** All costs incurred by the Institution due to: (i) termination of this Agreement for default; or (ii) Consultant's performance of the Services; or (iii) Institution's exercise of any of the remedies available herein, may be offset by: (i) any credits due to or overpayments made by the Institution; or (ii) any payments due to Consultant for Services completed. If such 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.

**J. Minimum Wage**

Effective December 11, 2014, City Colleges of Chicago (CCC) adopted Mayoral Executive Order 2014-1 which provides for a fair and adequate Minimum Wage to be paid to employees of CCC contractors and subcontractors performing work on CCC contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at: <https://www.chicityclerk.com/legislation-records/journals-and-reports/executive-orders>.

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. As of July 1, 2023, the minimum wage in Chicago (for city contracts) is \$15.80 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 the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

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

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

**K. Prevailing Wage**

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

**L. Contract Terms**

Services will begin upon execution of a professional service agreement and the issuance of a Purchase Order, for a period of Five (5) years with an option to renew for: three (3) additional 1-year periods .

The Professional Services Agreement in Appendix V is provided for information only. Execution of the

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

#### **M. Payment**

The selected proposer will not be entitled to demand or receive payment under this Agreement until all 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 CCC, Accounts Payable Department, 3901 S. State Street, Chicago, IL 60609. CCC offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

Net 15 days or less - CCC utilizes an electronic payment method leveraging unique and secure card-less 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 - CCC also utilizes Automatic Clearing House ("ACH") as a method to pay suppliers. This requires completion of a form indicating Bank routing and account number information authorizing CCC to deposit funds into your Bank account.

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

#### **N. Communication**

All written inquiries regarding this RFP should be directed to **Steve Nash, Senior Contract Administrator** at City Colleges of Chicago, Dawson Technical Institute, Procurement Services, 3901 S. State Street, Room 102, Chicago, IL 60609 or via email, [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu). Please reference the RFP number: **SN2303 – HR Performance Management System.**

**The deadline for submitting final questions is Friday, July 21st, 2023, by 12:00 p.m. CDT**

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

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

#### **O. 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 CCC Ethics Policy can be found at [www.ccc.edu/departments/pages/ethics.aspx](http://www.ccc.edu/departments/pages/ethics.aspx). Contractors and vendors are required to read and return the signed ACKNOWLEDGEMENT with submissions. (See Appendix II)

**P. Transparency Website; Trade Secrets**

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

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

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

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

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

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

## **SECTION VI - EVALUATION CRITERIA**

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

1. Firm Qualifications
2. Professional & Technical Competence
3. Implementation Plan
4. Past Performance and References
5. MBE/WBE compliance
6. Fee/Cost Proposal

This RFP does not commit City Colleges of Chicago to negotiate a contract, enter into an agreement nor obligate it to pay for any costs incurred in the preparation or submission of any proposal or in anticipation of a contract or

agreement. City Colleges of Chicago reserves the right to reject all proposals, and to do business with any one or more of the firms responding to this RFP.

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

**SECTION VII - EXECUTIVE SUMMARY FORM**

The undersigned, hereby acknowledges having received a full set of the Request for Proposal (RFP):

**RFP: SN2303 – HR Performance Management System**

Company's Name : \_\_\_\_\_

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

Name of principals/owners of Company: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name of Parent Company, if any: \_\_\_\_\_

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

\_\_\_\_\_  
 Name of Preparer (print) Title

\_\_\_\_\_  
 Preparer's Signature Date

\_\_\_\_\_  
 Attesting Signature (required for corporations) Title

\_\_\_\_\_  
 Business Address

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

\_\_\_\_\_  
 Federal Employee Identification Number (FEIN)

\_\_\_\_\_  
 Contact Person's Name and Title

\_\_\_\_\_  
 Telephone Number Fax Number

\_\_\_\_\_  
 Email Address

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

**SECTION VIII – FEE/COST PROPOSAL**

Having carefully examined the scope of services, requirements, and conditions affecting this Request for Proposal, the Proposer shall provide a Fee/Cost Proposal in which the Proposer will perform the services requested. Your proposal must identify and detail any and all other pricing structures, cost or fees (i.e. licensing, professional/consulting services, on-going maintenance, etc.). CCC will not pay nor reimburse any travel, hotel costs, parking, presentation reproduction costs, etc. to the awarded vendor. *Please note, should additional work be required, which is beyond the scope of this RFP but is related and germane to the overall RFP and contract, the contractor will be requested to submit a written proposal and upon approval. If approved by Procurement Services and the Board of Trustees, the parties will work to execute a contract amendment to authorize the work.*

**Please review and complete Exhibit C – Fee/Cost Proposal Spreadsheet**

**Company's Name:** \_\_\_\_\_

\_\_\_\_\_  
**Preparer's Name (print)** **Title**

\_\_\_\_\_  
**Preparer's Signature** **Date**

\_\_\_\_\_  
**Telephone Number** **Email Address**

**ATTACHMENT A**

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

**LETTER OF INTENT TO SUBMIT A RESPONSE**

**REQUEST FOR PROPOSALS (RFP)  
RFP # SN2303 – HR Performance Management System**

I, \_\_\_\_\_, the undersigned being a duly authorized official of \_\_\_\_\_ hereby acknowledges receipt of the above referenced RFP offering and certify the intent of this firm to submit Qualifications in response to the Request.

\*\*\*\*\*

***PLEASE EXECUTE AND SUBMIT THIS FORM VIA EMAIL, [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu), TO THE ATTENTION OF Steve Nash, Senior Contract Administrator, by Tuesday, August 8, 2023, by 12:00 p.m.***

\*\*\*\*\*

**FIRM'S NAME:** \_\_\_\_\_

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

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

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

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

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

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

**DIRECT PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**ATTACHMENT B****REFERENCES**

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



**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(s) to Steve Nash, Senior Contract Administrator via email to [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu).**

**To Be Completed By Proposer**

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

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

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

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

**Proposer's Name:** \_\_\_\_\_

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

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

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

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

(Page \_\_\_\_\_ of \_\_\_\_\_) (Proposer's leave this space blank)

# 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— CIE (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)




***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>

# **Economic Disclosure Statement**

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

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

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

For purposes of the EDS:

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

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

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

**"Person"** means a human being. WHO  
MUST SUBMIT AN EDS:

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

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

**CITY COLLEGES OF CHICAGO  
COMMUNITY COLLEGE DISTRICT NO. 508 ("CCC")  
ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

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

**Check ONE of the following three boxes:**

Indicate whether Disclosing Party submitting this EDS  
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	
<i>(Is the not-for-profit corporation also a 501(c)(3))?</i>	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
------	-------

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

Name	Title
------	-------

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

(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: \_\_\_\_\_

## **PROFESSIONAL SERVICES AGREEMENT**

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

### **RECITALS:**

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

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

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

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

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

3. **Personnel.** Company shall provide and utilize all personnel required to satisfactorily and successfully perform the Services.
4. **Term.** Subject to Section 11 herein, this Agreement shall begin \_\_\_\_\_ and end \_\_\_\_\_ (“Term”) unless otherwise terminated or extended by the parties in writing.
5. **Fee.**
  - a. **Maximum Fee.** As payment for satisfactory performance of the Services, Company shall receive a maximum fee not to exceed \_\_\_\_\_ (\$\_\_\_\_\_) (“Fee”).
  - b. **Invoices.** Company shall submit monthly invoices for the Institution’s review and approval indicating the portion of the Services provided during the invoice period. Company shall comply with any form and time limitations in which invoices must be submitted and shall submit such evidence to the Institution as may be required to show the validity of the Fee and any claimed expenses. Invoices shall be paid based on agreed upon payment method and associated terms once all stipulations, provisions and/or conditions set forth in this agreement have been met. If the Institution objects to all or any portion of an invoice it shall promptly notify Company of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. If the dispute is not settled by the date that the payment is due, then the Institution shall pay the undisputed portion of the invoice. Neither the initial payment nor any subsequent payments hereunder constitute acceptance of the Services or any deliverables provided hereunder.
  - c. **Payment Method and Term.**
    - i. **Net 15** days or less- Institution utilizes an electronic payment method leveraging unique and secure cardless payment accounts which allows for placement of funds for approved payment transactions on a Visa Single Use Account (“SUA”) administered through U.S. Bank via the Payment Plus program.
    - ii. **Net 45** days - Institution utilizes Automatic Clearing House (“ACH”) as a method to pay suppliers. This requires completion of a form indicating Bank routing and account number information authorizing Institution to deposit funds into Company Bank account.
    - iii. **Net 60** days – Institution will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.



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

6. **Ownership/Confidentiality.**

a. **Ownership of Documents.**

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

**b. Confidentiality.**

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

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

8. **Representations and Warranties.**

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

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

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

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

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

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

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

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

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

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

## 11. **Termination/Remedies.**

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

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

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

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

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

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

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

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

**If to Institution:**

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

with a copy to:

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

**If to Company:**

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

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

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

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



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

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

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

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

**COMPANY**

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

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

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

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

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

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

**APPROVED AS TO LEGAL FORM:**

By: \_\_\_\_\_  
Karla Mitchell Gowen  
General Counsel

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

**EXHIBIT A**  
**SCOPE OF SERVICES**

DRAFT