

CITY COLLEGES[®]

OF CHICAGO

August 28, 2023

**SUBJECT: REQUEST FOR SEALED BIDS - NO. MWJ-TR2404
BIOLOGY LABORATORIES BUILD-OUT FOR TRUMAN COLLEGE**

Prospective Bidders:

Attached, please find bid specifications for the Biology Laboratories Build-Out for Truman College, one of City Colleges of Chicago (CCC). You are invited to provide bid quotations per the detailed specifications.

Kindly execute your bid quotation on the bid submittal form, returning it in accordance with Sections 00100 through 00500 of this document. Technical Specifications and General Requirements, and including Appendices I, II, III, and IV documents, fully completed and signed in a sealed package which has been properly addressed with the Sealed Bid Number, Company's Name, bid due date and time to the attention of Marietta Williams Johnson, Senior Contract Administrator. **Kindly submit two (2) USBs and one (1) original signature hard copy of the sealed bid and all required information and documentation.**

All sealed bids shall be received in the Office of Business and Procurement Services at Dawson Technical Institute, 3901 S. State Street, Room 102, Chicago, Illinois, 60609, by Wednesday, September 20, 2023, by 12:00 pm CDT. The bids shall be publicly opened and read immediately thereafter at 12:15 p.m. via Zoom teleconference. The login information is included in this bid solicitation and may be sent via email, upon request, prior to the meeting. Bids arriving late will be returned unopened.

An in-person pre-bid meeting and site walk-through is scheduled for Friday, September 1, 2023, at 11:00 a.m. in the Cafeteria at Truman College, 1145 W. Wilson Avenue, Chicago, IL 60640. The Scope of Services and compliance procedures for the MBE/WBE Participation Plan will be discussed. It is required/mandatory that all firms anticipate submitting a bid attend this meeting and site walk-through. Please download copies of the bid documents from our website at <https://www.ccc.edu/departments/pages/procurement.aspx/>.

All questions regarding clarification or verification of these specifications should be submitted in writing via email to procurementservices@ccc.edu to the attention of Marietta Williams-Johnson, Senior Contract Administrator. **The deadline for submitting final questions is Tuesday, September 5, 2023 no later than 12:00 p.m. CDT.** Please reference the Bid number, **MWJ-TR2404**, in all communications regarding this bid.

The Letter of Intent to Bid (see Attachment A) is due to Procurement Services via email, procurementservices@ccc.edu, to the attention of Marietta Williams Johnson, Sr. Contract Administrator, by Friday, September 15, 2023, no later than 12:00 pm CDT.

Sincerely,

Nicholas Gibb, Associate Director
Office of Business and Procurement Services

**REQUEST FOR SEALED BIDS - NO. MWJ-TR24042303
BIOLOGY LABORATORIES BUILD-OUT FOR TRUMAN COLLEGE**

FOR

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

AUGUST 28, 2023

**JUAN SALGADO, CHANCELLOR
ANGELA ARRINGTON-JONES, VICE CHANCELLOR – BUSINESS AND PROCUREMENT SERVICES
NICHOLAS GIBB, ASSOCIATE DIRECTOR OF PROCUREMENT SERVICES**

NOTICE

SEALED BIDS ARE DUE WEDNESDAY, SEPTEMBER 8, 2023, BY 12:00 P.M.

**TO: CITY COLLEGES OF CHICAGO
DAWSON TECHNICAL INSTITUTE
OFFICE OF BUSINESS AND PROCUREMENT SERVICES
3901 S. STATE STREET - ROOM 102
CHICAGO, IL 60609**

**AND WILL BE OPENED AND READ PROMPTLY
THEREAFTER AT 12:15 P.M. CDT VIA ZOOM TELECONFERENCE**

Meeting ID: 890 2311 0008 Passcode: 411660

00100 BIDDING REQUIREMENTS

- 1.01 Compliance with Laws
- 1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974
- 1.03 Examination by Bidder
- 1.04 Taxes
- 1.05 Preparation of Bid
- 1.06 Submission of Bid
- 1.07 Withdrawal of Bid
- 1.08 Competency of Bidder
- 1.09 Consideration of Bid
- 1.10 Acceptance of Bid
- 1.11 Exceptions
- 1.12 Interpretation of Contract Documents
- 1.13 Conflicts
- 1.14 Sexual Harassment Policy
- 1.15 Illinois Criminal Code 33E-3 and 33E-4 Compliance
- 1.16 Contact Person
- 1.17 Pre-Bid Meeting
- 1.18 Performance Bond
- 1.19 Bid Deposit
- 1.20 Return of Bid Deposit
- 1.21 Basis of Award
- 1.22 Contract and Term of Award
- 1.23 Minority/Women Business Enterprise Plan (M/WBE)
- 1.24 Minimum Wage Ordinance
- 1.25 Prevailing Wages
- 1.26 Workforce Diversity

00200 GENERAL CONDITIONS

- 2.01 Equal Employment Opportunity Clause
- 2.02 Non-Discrimination
- 2.03 Contractor's Insurance
- 2.04 Indemnity
- 2.05 Termination
- 2.06 Employment
- 2.07 Subletting or Assignment of Contract Or Contract Funds
- 2.08 Payment to the Contractor
- 2.09 Subcontracting
- 2.10 Guarantees and Warranties
- 2.11 Completion Date
- 2.12 Provisions Relative to Delay
- 2.13 Liquidated Damages Basis for Wage Rate Adjustment
- 2.14 Default
- 2.15 Basis for Wage Rate Adjustment
- 2.16 Contract Extension Option
- 2.17 CCC Ethics Policy
- 2.18 Disclosure
- 2.19 Debarment

- 2.20 Economic Disclosure Statement and Affidavit Forms

00300 SPECIAL CONDITIONS

- 3.01 Permits
- 3.02 Notices
- 3.03 Mark-up of Materials and Subcontractors
- 3.04 Cooperation Between Contractors
- 3.05 Superintendence
- 3.06 Standards for Material & Workmanship
- 3.07 Defective Work and Material
- 3.08 Rubbish
- 3.09 Project Schedule
- 3.10 Surveys, Lines and Levels
- 3.11 Sample and Shop Drawings
- 3.12 Manufacturers' Nameplate
- 3.13 Construction Practices
- 3.14 General Cutting and Patching
- 3.15 Record Drawings
- 3.16 Asbestos Containing Material
- 3.17 Site Location

00400 SUPPLEMENTARY CONDITIONS

- 4.01 General

00500 BID SUBMITTAL FORMS

- 5.01 Bid Quote Form
- 5.02 Contractor's Qualification Statement
- 5.03 Acknowledgement of Addendum(s)
- 5.04 Bid Signature Sheet

ATTACHMENT A

Letter of Intent to Bid

APPENDIX I

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

APPENDIX II

CCC Ethics Orientation for Contractors/Vendors

APPENDIX III

IRS W-9 Form

APPENDIX IV

Economic Disclosure Statement and Affidavit Forms (10 pages)

APPENDIX V

Professional Services Agreement (draft only for informational purposes)

EXHIBIT A - TECHNICAL SPECIFICATIONS – VOLUME 1

| SECTION - TITLE | PAGES |
|---|-------|
| <u>DIVISION 01 - GENERAL REQUIREMENTS</u> | |
| 012300 – Alternates | 1-2 |
| 013100 – Project Management and Coordination | 1-7 |
| 013516 – Alterations Project Procedures | 1-8 |
| 017300 – Execution | 1-7 |
| 017419 – Construction Waste Management and Disposal | 1-4 |
| <u>019113</u> – General Commissioning Requirements | 1-16 |
| <u>DIVISION 02 – EXISTING CONDITIONS</u> | |
| 024119 – Selective Demolition | 1-6 |
| 028213 – Asbestos Abatement | 1-24 |
| 028416 – Hazardous Materials Abatement | 1-12 |
| <u>DIVISION 04 – MASONRY</u> | |
| 042200 – Concrete Unit Masonry | |
| <u>DIVISION 06 - WOOD AND PLASTIC AND COMPOSITES</u> | |
| 061053 – Miscellaneous Rough Carpentry | 1-5 |
| 064023_ – Interior Architectural Woodwork | 1-5 |
| <u>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</u> | |
| 078413 – Penetration Firestopping | 1-7 |
| <u>DIVISION 08 – OPENINGS</u> | |
| 081113 – Hollow Metal Doors and Frames | 1-7 |
| 087100 – Door Hardware | 1-8 |
| 088000 – Glazing | 1-6 |
| <u>DIVISION 09 – FINISHES</u> | |
| 092216 – Non-Structural Metal Framing | 1-4 |
| 092900 – Gypsum Board | 1-5 |
| 095113 – Acoustical Panel Ceilings | 1-5 |
| 096513 – Resilient Base and Accessories | 1-3 |
| 096016_ – Resilient Sheet Flooring | 1-4 |
| 099123 – Interior Painting | 1-5 |
| <u>DIVISION 10 - SPECIALTIES</u> | |
| 101100 – Visual Display Surfaces | 1-4 |
| 104413_ – Fire Protection Cabinets | 1-4 |
| 105113_ – Metal Lockers | 1-6 |

EXHIBIT B - TECHNICAL SPECIFICATIONS - VOLUME 2 (see separate pdf)

| SECTION – TITLE | PAGES |
|---|-------|
| <u>DIVISION 22 – Plumbing</u> | |
| 220517 – Sleeves and Sleeve Seals for Plumbing Piping | 1-3 |
| 220518 – Escutcheons for Plumbing Piping | 1-2 |
| 220519 – Meters and Gages for Plumbing Piping | 1-3 |
| 220523.12 – Ball Valves for Plumbing Piping | 1-3 |
| 220523.14 – Check Valves for Plumbing Piping | 1-3 |
| 220523.15 – Gate Valves for Plumbing Piping | 1-3 |
| 220529 – Hangers and Supports for Plumbing Piping and Equipment | 1-8 |
| 220553 – Identification for Plumbing Piping and Equipment | 1-4 |
| 220719 – Plumbing Piping Insulation | 1-11 |

| | |
|---|-----|
| 221116 – Domestic Water Piping | 1-7 |
| 221119 – Domestic Water Piping Specialties | 1-7 |
| 221316 – Sanitary Waste and Vent Piping | 1-7 |
| 221319 – Sanitary Waste Piping Specialties | 1-5 |
| 226113 – Compressed-Air Piping for Laboratory Facilities | 1-6 |
| 226213 – Vacuum Piping for Laboratory Facilities | 1-7 |
| 226600 – Chemical Waste Systems for Laboratory Facilities | 1-5 |

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

| | |
|---|------|
| 230130.52 – Existing HVAC Air Distribution System Cleaning | 1-5 |
| 230513 – Common Motor Requirements for HVAC Equipment | 1-3 |
| 230317 – Sleeves and Sleeve Seals for HVAC Piping | 1-3 |
| 230518 – Escutcheon for HVAC Piping | 1-2 |
| 230529 – Hangers and Supports for HVAC Piping and Equipment | 1-8 |
| 230548.13 - Vibration Controls for HVAC | 1-2 |
| 230553 – Identification for HVAC Piping and Equipment | 1-5 |
| 230593 – Testing, Adjusting, and Balancing for HVAC | 1-14 |
| 230713 – HVAC Duct Insulation | 1- |
| 230800 – Commissioning of HVAC | 1-8 |
| 230923 – Direct Digital Control (DDC) System for HVACW | 1-38 |
| 230993.11 – Sequence of Operations for HVAC DDC | 1 |
| 231123 – Laboratory Natural-Gas Piping | 1-5 |
| 233113 – Metal Ducts | 1-15 |
| 233300 – Air Duct Accessories | 1-9 |
| 233346 – Flexible Ducts | 1-3 |
| 233423 – HVAC Power Ventilators | 1-5 |
| 233713 – Diffusers, Registers, and Grilles | 1-2 |

DIVISION 26- ELECTRICAL

| | |
|---|------|
| 260519 – Low-Voltage Electrical Power Conductors and Cables | 1-6 |
| 250523 – Control-Voltage Electrical Power Cables | 1-10 |
| 260526 – Grounding and Bonding for Electrical Systems | 1-5 |
| 260529 – Hangers and Supports for Electrical Systems | 1-5 |
| 260533 – Raceways and Boxes for Electrical Systems | 1-8 |
| 260544 Sleeves and Sleeve Seals for Electrical Raceways and Cabling | 1-3 |
| 260553 – Identification for Electrical Systems | 1-11 |
| 260800 – Commissioning of Electrical Systems | 1-5 |
| 260923 – Lighting Control Devices | 1-7 |
| 262416 – Panelboards | 1-7 |
| 262726 – Wiring Devices | 1-6 |
| 262816 – Enclosed Switches and Circuit Breakers | 1-9 |
| 265119 – LED Interior Lighting (Alternate) | 1-11 |
| 265213 – Emergency and Exit Lighting (Alternate) | 1-7 |

DIVISION 27 – COMMUNICATIONS

| | |
|---|-----|
| 270528 – Pathways for Communication Systems | 1-9 |
| 270529 – Hangers and Supports for Communications Systems | 1-6 |
| 270544 – Sleeves and Sleeve Seals for Communications Pathways and Cabling | 1-4 |

DIVISION 28 ELECTRONIC SAFETY AND SECURITY

| | |
|--|------|
| 284621.11 – Addressable Fire-Alarm Systems | 1-11 |
|--|------|

EXHIBIT C – BID DRAWINGS (see separate pdf)

DRAWING NO. TITLE OF DRAWING

| | |
|----------------------------------|------------------|
| G000 Title Sheet | dated 07/25/2023 |
| G100 - Symbols and Abbreviations | dated 07/25/2023 |
| G101 - Life Safety and Code Plan | dated 07/25/2023 |

| | |
|--|------------------|
| HZ100 – Abatement Plan Second Floor | dated 07/25/2023 |
| HZ101 – Abatement Plan Second Floor | dated 07/25/2023 |
| A102 – Second Floor Demolition Plan | dated 07/25/2023 |
| A103 – Second Floor re4flected Ceiling Demolition Plan | dated 07/25/2023 |
| A104 – Second Floor Partition Plan | dated 07/25/2023 |
| A105 – Second Floor Reflected Ceiling Plan | dated 07/25/2023 |
| A106 – Second Floor Finish Plan & Legend | dated 07/25/2023 |
| A107 – Interior Elevations & Millwork Details | dated 07/25/2023 |
| A108 – Partition Types & Details | dated 07/25/2023 |
| A109 – Door Types, Schedules, Frame Type & Details | dated 07/25/2023 |
| LF1-1 – Laboratory Symbols & Schedules | dated 07/25/2023 |
| LF1-2 – Laboratory Case & Equipment Details | dated 07/25/2023 |
| LF1-3 – Laboratory Case & Equipment Details | dated 07/25/2023 |
| LF1-4 – Laboratory Case & Equipment Details | dated 07/25/2023 |
| LF2-1 – Lab Furnishings Plan | dated 07/25/2023 |
| LF2-2 – Lab Furnishings Dimension plan | dated 07/25/2023 |
| LF3-1 – Lab Furnishings Elevations | dated 07/25/2023 |
| LF3-2 – Lab Furnishings Elevations | dated 07/25/2023 |
| M0-1 – Mechanical Symbols, Notes, and Abbreviations | dated 07/25/2023 |
| M1-1 – Mechanical Second Floor Demolition Plan | dated 07/25/2023 |
| M2-1 – Mechanical Second Floor New Work Plan | dated 07/25/2023 |
| M2-2 – Mechanical Roof Plan | dated 07/25/2023 |
| M5-1 – Mechanical Schedules | dated 07/25/2023 |
| M6-1 – Mechanical Details | dated 07/25/2023 |
| M6-2 – Mechanical Details | dated 07/25/2023 |
| MP2-1 – Mechanical Details | dated 07/25/2023 |
| MP2-2 – Mechanical Details | dated 07/25/2023 |
| E0-1 – Electrical Symbols, Notes & Abbreviations | dated 07/25/2023 |
| E1-1 – Electrical Second Floor Demolition Plan | dated 07/25/2023 |
| E1-2 – Electrical Second Floor Lighting Demolition Plan | dated 07/25/2023 |
| E1-2ALT – Alternate Electrical Second Floor Demolition Plan | dated 07/25/2023 |
| E2-1 – Electrical Second Floor New Work Plan | dated 07/25/2023 |
| E2-2 – Electrical Second Ceiling Lighting New Work Plan | dated 07/25/2023 |
| E2-2ALT – Alternate Electrical Second Floor Ceiling Lighting New Work Plan | dated 07/25/2023 |
| E2-3 – Electrical Second Floor Undercabinet Lighting New Work Plan | dated 07/25/2023 |
| E3-1 – Electrical Roof New Work Plan | dated 07/25/2023 |
| E4-1 – Electrical Schedules | dated 07/25/2023 |
| E4-2 – Electrical Schedules & Details | dated 07/25/2023 |
| P0-1 – Plumbing Symbols, Abbreviations, and Notes | dated 07/25/2023 |
| P1-0 – Plumbing First Floor Ceiling Demolition Plan | dated 07/25/2023 |
| P1-1 – Plumbing Second Floor Demolition Plan | dated 07/25/2023 |
| P1-2 - Plumbing Second Floor Ceiling Demolition Plan | dated 07/25/2023 |
| P2-0 – Plumbing First Floor Ceiling Plan | dated 07/25/2023 |
| P2-1 – Plumbing Second Floor Plan | dated 07/25/2023 |
| P2-2 – Plumbing Second Floor Ceiling Plan | dated 07/25/2023 |
| P3-1 – Plumbing Schedules & Details | dated 07/25/2023 |
| P4-1 – Plumbing Riser Diagram | dated 07/25/2023 |

END OF TABLE OF CONTENTS

00100 BIDDING REQUIREMENTS**1.01 Compliance with Laws**

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

1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974

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

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

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

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

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

1.03 Examination by Bidder

The bidder shall, before submitting a bid, carefully examine the bid, plans, specifications, and contract documents. He shall inspect in detail the site of the proposed work and familiarize themselves with all the local conditions affecting the contract.

If their bid is accepted, bidder will be responsible for all errors in his bid resulting from their failure or neglect to comply with these instructions. The City Colleges of Chicago will, in no case, be responsible for any change in anticipated profits resulting from such failure or neglect.

Failure of the Contractor to familiarize themselves with all requirements of the Contract Documents will not relieve bidder from complying with all of the provisions thereof.

1.04 Taxes

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

1.05 Preparation of Bid

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

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

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

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

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

In order for Bidders to participate in this bid solicitation, you must meet the following requirements:

- Be in business for a total of five (5) full calendar years.
- Currently registered to do business in the State of Illinois regardless of the state of origin.
- Must also be in "Good Standing" with the Office of the Illinois Secretary of State. Please be sure to check your "Good Standing" status with the link provided here: <https://apps.ilsos.gov/corporatellc/> and that while doing business with City Colleges of Chicago will remain in "Good Standing".

1.06 Submission of Bid

All prospective bidders shall submit one (1) original signature hard copy and two (2) USBs of your entire bid response. When bids are sent by mail to the City Colleges of Chicago, the bidders shall be responsible for its delivery to the City Colleges of Chicago before the advertised date and hour for the opening of bids. If the mail is delayed beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be returned unopened.

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

1.07 Withdrawal of Bid

Bidders may withdraw their bid at any time prior to the time specified as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his bid for a period of one-hundred twenty (120) calendar days after said closing time for the receipt of bids nor shall the successful bidder withdraw, cancel or modify his bid after having been notified by the City Colleges of Chicago that said bid has been accepted.

1.08 Competency of Bidder

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

The contract will be awarded only to a responsible Contractor, qualified by experience and in a financial

position to do the work specified. In order to facilitate prompt award of the contract, the bidder shall submit a Contractor's Qualification Statement, AIA Document A305 (Latest Edition). The bidder's compliance with this provision shall be made by the Purchasing Director whose decision will be final and binding.

The bidder should be experienced in the specified work with at least five (5) years of experience in the specified type of work. The actual work shall be done by qualified and experienced mechanics working under a supervisor who has been doing this type of work for a minimum of five (5) years.

1.09 Consideration of Bids

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

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

1.10 Acceptance of Bids

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

1.11 Exceptions

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

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

1.12 Interpretation of Contract Documents

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

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

Respondents requiring additional information shall email, procurementservices@ccc.edu, Marietta Williams-Johnson, Senior Contract Administrator, referencing the Bid number in the subject line, MWJ2303. ***Respondents who contact any City Colleges of Chicago personnel other than the Senior Contract Administrator will be considered in violation of the procurement rules and may have any proposal response disqualified.***

1.13 Conflicts

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

1.14 Sexual Harassment Policy

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

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

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

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

1.16 Contact Person

Refer all questions concerning clarification of these specifications to Marietta Williams-Johnson, Senior Contract Administrator, in writing via email, procurementservices@ccc.edu. The deadline for submitting final questions in writing via email, procurementservices@ccc.edu, is Friday, September , 2023, no later than 12:00 p.m. Please reference the bid number, MWJ2303 in all communications regarding this bid.

Bidders requiring additional information shall contact the Contract Administrator only.

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

1.17 Pre-Bid Meeting

An in-person pre-bid meeting and site walk-through is scheduled for Friday, September 1, 2023, at 11:00 a.m. in the Cafeteria at Truman College, 1145 W. Wilson Avenue, Chicago, IL 60640. The Scope of Services and compliance procedures for the MBE/WBE Participation Plan will be discussed. It is required/mandatory that all firms anticipate submitting a bid attend this meeting and site walk-through. Please download copies of the bid documents from our website at <https://www.ccc.edu/departments/pages/procurement.aspx/>.

1.18 Performance Bond

The successful bidder shall, within seven (7) calendar days after acceptance of the bidder's bid by Owner, and at the bidder's expense, furnish a Performance Bond and Payment Bond for the full amount of the contract in the form of AIA document A312-(latest Edition). Such bond shall be with a surety acceptable to the Owner. Contractor's Contract may be terminated for failure to furnish Bond.

1.19 Bid Deposit

Each bid shall be accompanied by a cashier's check, certified check, or a bid bond by an insurance carrier acceptable to the Owner in the amount of 5% of the bid price. All certified cashier's checks must be drawn

on a responsible bank doing business in the United States, and shall be made payable to the order of the Board of Trustees of Community Colleges District No. 508.

All Bid Bonds agree to be submitted on AIA Document A310 (Latest Edition).

Any Bids submitted and found not to contain the required Bid Deposit or a Bid Deposit not properly executed in the opinion of the City Colleges of Chicago may be considered informal and may be rejected.

1.20 Return of Bid Deposit

The Bid Deposit of all except the three lowest bidders on each contract will be returned within forty-five (45) calendar days after the opening of the bids. The remaining three bid deposits on each contract will be returned with the exception of the acceptable bidder, after the Owner has been awarded the contract. The bid deposit of the accepted bidder shall be returned after the bid has been accepted by the Owner.

1.21 Basis of Award

Contract will be awarded based on the lowest responsive and responsible bid for the total amount of the bid.

Award will be made solely on the basis of this written bid request and any subsequent written addenda. Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected as being non-responsive to this requirement.

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

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

1.22 Contract and Term of Award

The Contractor shall commence work ten (10) days after the notice to proceed and substantially complete the project within (*6 months*), subject to Board of Trustees approval and the execution on a contract (s) (See Section 1.8- Time Schedule - 01100 Summary of Work, Technical Specifications).

1.23 Minority/Women business Enterprise Plan (M/WBE)

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

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

Please note that, for this Bid, CCC is requesting that any M/WBE subcontracting vendors be certified in their appropriate area(s) of expertise at the time of bid submission.

If you have any questions regarding the M/WBE Conditions please email them by Tuesday, September 5, 2023, no later than 12:00 p.m. to procurementservices@ccc.edu to the attention of Marietta Williams Johnson, Sr. Contract Administrator. Please reference the bid number in the subject line, MWJ2303.

1.24 Minimum Wage Ordinance

Effective December 11, 2014, City Colleges of Chicago (CCC) adopted Mayoral Executive Order 2014-1 which provides for a fair and adequate Minimum Wage to be paid to employees of CCC contractors and

subcontractors performing work on CCC contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

If this contract was advertised on or after December 11, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the Chief Procurement Officer. The Minimum Wage to be paid pursuant to the Order as of July 1, 2023 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 contractor's operations, does not directly relate to the services provided to CCC under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on CCC property or at a CCC jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

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

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

1.25 Prevailing Wages

- A. This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.
- B. As a condition of making payment to the Contractor, CCC will request the Contractor to submit an affidavit to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed on this Contract in accordance with Illinois law.

1.26 Workforce Diversity

City Colleges of Chicago promotes a spirit of diversity and inclusion as reflected in both its student population and in its employee workforce. Similarly, it is our expectation that our contractors will endeavor to ensure that all on-site construction workforce personnel reflect the diversity of CCC students, staff and the surrounding communities. Compliance in this aspect of our construction project delivery will be

monitored and evaluated by our Project Management team.

END OF SECTION

00200 GENERAL CONDITIONS

2.01 Equal Employment Opportunity

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

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

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

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

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

provisions of this clause by all its Subcontractors; and further, it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Department to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

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

2.02 Non-Discrimination

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

Contractor further agrees that this article will be incorporated by Contractor in all contracts entered into with supplier of materials or services, Contractors and Subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract. Attention is called to Executive Order 11246 issued September 24, 1965, 3 CFR p. 567, 1966; The Civil Rights Act of 1964, Pub. L. 88-352, July 2, 1964, 78 Stat. 241 et sub; to the State Acts approved July 28, 1961, Ill. Rev. Stat. 1967, CH. 38, Secs. 13-3 to 13-4 inclusive; July 8, 1933, Ill. Rev. Stat. 1967, CH. 29, Secs. 17 to 24 inclusive; July 21, 1961, Ill. Rev. Stat. 1967, CH. 48, Secs. 851 to 866 inclusive, and July 26, 1967, Ill. Rev. Stat. 1967, CH. 48, Secs. 881 to 887 inclusive, and an ordinance passed by the City Council of the City of Chicago, August 21, 1945, page 3877 to the Journal of the Proceeding.

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

2.03 Contractor's Insurance

A. The Contractor shall procure and maintain at all times, at Contractors own expense, until final acceptance of the Work covered by this Contract, 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 Contract, whether performed by the Contractor or by subcontractors as set forth in Volume 2. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contract or any limitation placed on the indemnity in this Contract given as a matter of law.

B. 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 coverage 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. A provision for Fidelity must also be recited within the Policy.

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. CCC is to be named as an additional insured.

4. All Risk Builders Risk Insurance

- a. When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor shall provide All Risk Blanket Builder's Risk Insurance to cover the materials, equipment, machinery and fixtures that are or will be part of the permanent facility.
- b. The required policy limits shall be determined at the time of a specific project assignment and shall be based upon the nature, scope, and value of the assignment.
- c. Coverage extensions shall include earthquake, flood, off site, in transit and right to partial occupancy of building if facility or building is being constructed and, if applicable, boiler/machinery and testing based on scope of work involved.

5. Certificates and Other Conditions

- a. 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 have an expiration or renewal date occurring during the term of this contract. The Contractor shall submit evidence of insurance prior to contract award. The failure of City Colleges of Chicago to obtain such evidence from Contractor before permitting Contractor to commence work shall not be deemed to be a waiver by City Colleges of Chicago, and the Contractor shall remain under continuing obligation to maintain the insurance coverage.
- b. The insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to carry or keep such insurance in force may constitute a violation of the Contract, and City Colleges of Chicago maintains the right to stop work until proper evidence of insurance is provided.
- c. The insurance shall provide for 30 days prior written notice to be given to City Colleges of Chicago in the event coverage is substantially changed, canceled, or non-renewed.
- d. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may provide the coverage for any or all subcontractors, and, if so, the evidence of insurance submitted shall so stipulate.
- e. Any and all deductibles on referenced insurance coverage shall be borne by Contractors.
- f. Contractor expressly understands and agrees that any insurance coverage and limits furnished by Contractor shall in no way limit the Contractor's liabilities and responsibilities specified within the contract documents or by law.
- g. The Contractor and each subcontractor agree that insurer shall waive their rights of subrogation against City Colleges of Chicago.
- h. The Contractor 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 Contractor under the contract.

- i. If Contractor or its subcontractors desire additional coverage, higher limits of liability, or other modifications for its own protection, the Contractor and each of its subcontractors, shall be responsible for the acquisition and cost of such additional protection.
- j. City Colleges of Chicago maintains the right to modify, delete, alter or change these Requirements at no additional cost to CCC.

2.04 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 Bidder shall indemnify and hold CCC harmless from all providers' performance or failure of performance under the resulting contract.
2. The successful Bidder 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 Bidder with third parties is not binding upon CCC.

2.05 Termination

Termination for Convenience. This contract can be terminated upon ten (10) days written notice by City Colleges of Chicago on the grounds of Bidder's violation of any terms and conditions of the Contract, procedures or guidelines or inadequacy of Bidder'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 Bidder 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 Vendor ("Default").

- i. Any material misrepresentation, whether in the inducement or in the performance, made by the Vendor 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 Vendor or subconsultant.

If a court of competent jurisdiction rules that termination of this Agreement by the Institution for default of Vendor 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 Vendor of liability for any damages the Institution may suffer. Vendor shall cure any default that is not time-sensitive with ten (10) calendar days after Vendor 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 Vendor'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) Vendor'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 Vendor for Services completed. If such amount offset is insufficient to cover those excess costs, Vendor 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 Vendor to continue providing Services despite one or more events of default, the Vendor 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, Vendor shall use its best efforts to assure an orderly transition to Institution and to the successor vendor, if any. Vendor must make an orderly demobilization of its own operations provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.

2.06 Employment

The Contractor shall comply with "AN ACT" to give preference to the veteran of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State or its political subdivisions, approved July 12, 1935, as amended. Attention is called to Chapter 126 1/2, Section 23, Ill. Rev. Stats. 1967.

2.07 Subletting or Assignment of Contract or Contract Funds

No contract shall be assigned or any part of the same, subcontracted without the written consent of the City Colleges of Chicago; but in no case shall such consent relieve the Contractor from his obligations, or change the terms of the contract.

The Contractor shall not transfer or assign any contract funds or claim due or to become due without the written approval of the City Colleges of Chicago having first been obtained.

The transfer or assignment of any contract funds either in whole or in part, or any interest therein, which shall be due or to become due to the Contractor, shall cause the annulment of said transfer or assignment so far as the City Colleges of Chicago is concerned.

2.08 Payment to the Contractor

The selected bidder 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. payment applications should be submitted on AIA G703 forms to the CCC Project Manager via e-mail (preferred method) or in duplicate hard copy to City Colleges of Chicago, Accounts Payable Department, 3901 S. State Street, Room 216, Chicago, IL 60609. City Colleges of Chicago offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

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

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

The Contractor will not be entitled to demand or receive payment under this contract until all of the stipulations, provisions and conditions set forth herein have been complied with, and the work has been accepted by the City Colleges of Chicago, whereupon the City Colleges of Chicago will, as soon as possible but no later than 30 calendar days after such completion and acceptance, pay in part or the whole, amount due the Contractor under the contract.

Partial payments will be subject to 10% retention of the monies due. Upon Substantial Completion of the contract CCC at its option, may reduce this retention to 5% until such time as the contract is fully completed.

All payment requests shall include certified, detailed payroll reports including, but not limited to names, classifications, pay scales and hours worked related to each specific project and an updated project schedule

All payment requests are to be in AIA G703 format and can include Contractor's standard invoice form as a cover sheet. M/WBE Payment Status Report and the following backup material:

First Partial Payment:

Partial Waiver of Lien from prime contractor for total amount of the payment request (Cole 365P 4/80).

Second & Succeeding Partial Payments:

Partial Waiver of Lien from prime contractor for total amount of this payment request (Cole 365P 4/80).

Partial Waiver of Lien from each subcontractor for the total amount of the previous payment (Cole No. 3363 4/80)

Final or Lump Sum Payment:

Final Waiver of Lien from prime contractor for total amount of the project (Cole 3HP 4/80).

Final Waiver of Lien from each subcontractor for the total amount of their work (Cole No. 363P 4/80).

All Waiver of Liens are to be in the full amount of monies requested with no deduction for retention.

Final acceptance of the work by the City Colleges of Chicago shall not occur until written notification of such acceptance is made to the Contractor by the City Colleges of Chicago. Tests or use of the completed work by the City Colleges of Chicago shall not constitute final acceptance. Final acceptance by the City Colleges of Chicago shall not be withheld or delayed unreasonably.

Notwithstanding any other provision of this contract, final payment to the Contractor shall not be made until the work is finally accepted by the City Colleges of Chicago in the manner aforesaid, and the Contractor has provided the required full waivers of lien by all persons or corporations evidencing waiver of such lien rights, all as built drawings and operation manuals.

2.09 Subcontracting

A list of all Subcontractors that will be used on any specific work order shall be submitted to the City Colleges of Chicago for approval on AIA Document G805 (Latest Edition) within ten (10) days of notice of award and prior to award of a subcontract by Contractor.

If it is necessary to change a subcontractor after submittal of the original list the Contractor shall submit the change to the City Colleges of Chicago for approval, with an explanation of why the change is necessary, before a new subcontracting agreement is signed.

An executed copy of all subcontracting agreements with M/WBE subcontractors on this project shall be sent to the District Office Project Manager within ten (10) working days of receiving a notice to proceed.

A copy of all purchase orders to M/WBE material suppliers on this project shall be supplied to the District Office Project Manager prior to the first payment request.

Any Sub-contractors used on a job authorized by City Colleges of Chicago shall not exceed a mark-up of 10% of that which is charged to the Contractor.

2.10 Guarantees and Warranties

Contractor shall guarantee all work installed by him or his Subcontractors to be free from defect in material and workmanship for a period of one year following the date of substantial completion of the work, unless a longer period is stipulated under specific headings, and he shall repair or replace at no additional cost to the City Colleges of Chicago, any material or equipment developing defects and shall also make good any damage caused by such defects or the correction of defects. Repairs or replacements shall bear additional (12) month guarantee, as originally called for, dated from the final acceptance of the

repair or replacement. This requirement shall be binding, even though it will exceed product guarantees normally furnished by some manufacturers.

Contractor shall submit his own and each equipment manufacturer's written certificates, warranting that each item of equipment furnished complies with all requirements of the drawings and specifications.

Note that guarantee shall run from **date of substantial completion of the work**, NOT from date of installation of a device or piece of equipment.

Should any defects develop on work under this contract, within specified periods, due to faults in materials, and/or workmanship, the Contractor shall make repairs and perform all necessary work to correct defective work as approved by City Colleges of Chicago. The Contractor shall execute such repairs, corrective within five (5) days after written notice to Contractor by City Colleges of Chicago, and the Contractor shall bear all cost in connection herewith. The City Colleges of Chicago will give notice of observed defects with reasonable promptness.

In case Contractor fails to do work so ordered, City Colleges of Chicago may have work done by others, and the City Colleges of Chicago may charge cost thereof against monies retained pursuant to the contract. If said monies are insufficient to pay such cost, or if no money is available, Contractor and his sureties shall pay City Colleges of Chicago the entire balance of the cost of such work.

2.11 Completion Date

The Contractor must have fully and completely performed as per the terms and conditions of this contract within the calendar days indicated on the bid sheet from receipt of the City Colleges of Chicago's authorization to proceed with the installation, plus any extensions of time to which the Contractor is entitled by virtue of the "Delay" provisions below.

2.12 Provisions Relative to Delay

Should the Contractor be obstructed or delayed in the commencement, prosecution or completion of the work under this contract by any delay of the City Colleges of Chicago, or any other cause beyond the control of the Contractor, then the time herein fixed for the completion of the work will be extended for a period equivalent to the time lost by reason of such delay.

It is further expressly understood that no extension of time will be granted to the Contractor unless he, promptly upon knowledge of the causes of an unforeseeable delay of the City Colleges of Chicago, first notifies the City Colleges of Chicago in writing, stating the approximate number of days he expects to be delayed.

The City Colleges of Chicago shall then determine whether the request is justified under the foregoing paragraph and shall give written notice of the extension granted. Compliance by the Contractor with the requirement set forth in this paragraph are conditions precedent to the granting of an extension of time and it is hereby agreed that in case of failure to comply with said requirements, the Contractor shall not be entitled to an extension of time.

The City Colleges of Chicago will determine the number of days, if any, that the Contractor has been delayed.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation from the City Colleges of Chicago or be reimbursed for any loss of expense on account of any delay or delays resulting from delay caused by the City Colleges of Chicago and extensions of time shall be the Contractor's only remedy.

2.13 Liquidated Damages

The Contractor agrees that the Work must be executed regularly and diligently to ensure completion within the time specified in Section 1.21. The Contractor and the City Colleges of Chicago understand and agree that the time for the completion of the Work described herein is a reasonable time. If the Contractor neglects, fails or refuses to complete the Work within the time specified, or any proper extension granted by the City Colleges of Chicago, then the Contractor and its surety do hereby agree to pay to the City Colleges of Chicago the amount of:

| | |
|---|-----------------|
| Substantial Completion of Phase (s), Milestones, or Project | \$7,000 per Day |
|---|-----------------|

Not as a penalty but as liquidated damages for the breach of contract occurring each and every day after the time stipulated in the Contract for completing the Work.

The City Colleges of Chicago may recover liquidated damages by deducting the amount out of any monies due or that may become due the Contractor. Liquidated damages, if any, will be calculated on completion of the Work and submission of the Contractor’s final pay request.

The failure of the successful Bidder to supply the required Performance and Payment Bond or evidence of the required insurance coverage within five (5) days of notice, or within such extended period as the City Colleges of Chicago may grant based upon reasons determined sufficient by the City Colleges of Chicago, shall constitute a default and the City Colleges of Chicago may either award the Contract to the next lowest responsible bidder or re-advertise for bids. The difference between the amount of its bid and the amount for which a contract for the work is subsequently executed may be charged against the Bidder, irrespective of whether the amount thus due exceeds the amount of the bid security. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the City Colleges of Chicago for a refund. Because of the difficulty of ascertaining the damage caused to the City Colleges of Chicago, such sum shall be considered liquidated damages and shall not constitute a penalty. The election by the City Colleges of Chicago to grant an extension to the period allowed for the bidder to provide an acceptable performance and payment bond and/or evidence of insurance coverage shall not entitle the bidder to an extension of time required to complete the Work.

The Contractor must make a Dispute in writing to the Chief Procurement Officer regarding any Time Extension request to which the City Colleges of Chicago Representative and Contractor do not agree, as limited by this Section 2.111. The Contractor may not dispute the decision of the City Colleges of Chicago Representative unless the Time Extension request exceeds five (5) calendar days or the liquidated damages exceed \$14,000. The decision of the City Colleges of Chicago Representative is final for each Time Extension request of less than five (5) days, or if the liquidated damages assessed are less than \$14,000.

If Contractor fails to complete the Work according to the Target Schedule, then such liquidated damages shall be assessed. The City Colleges of Chicago will recover liquidated damages by deducting the amount thereof out of any moneys due or that may become due the Contractor, and if said moneys due or that may become due are insufficient to cover said damages, then the Contractor will pay the amount due.

These liquidated damages are for Contractor’s delay only, and nothing contained in this Contract limits the right of the **City Colleges of Chicago** to recover from the Contractor any damages, costs and expenses sustained by the **City Colleges of Chicago** due to Contractor’s other improper performance hereunder, repudiation of the Contract by the Contractor, Contractor’s other failure to perform, or Contractor’s other breaches in any other respect, including but not limited to defective workmanship or materials.

The Chief Procurement Officer, at his/or her’s sole discretion, may increase the amount of the Retainage withheld if the Chief Procurement Officer considers the Contractor’s performance or the progress of the

Work to be such that the City Colleges of Chicago will likely incur damages, including but not limited to liquidated damages, in excess of the amount of Retainage.

2.14 Default

If the Contractor fails to perform the work within the specified time schedule, or shall perform the work otherwise than in accordance with the plans and specifications, or if the Contractor shall become insolvent or be declared bankrupt and shall not cure said condition within seven (7) days thereof or shall make an assignment for the benefit of creditors, the City Colleges of Chicago shall give notice in writing to the Contractor and his surety of such default, specifying the same, and if the Contract, within a period of seven (7) days after such notice, shall not proceed in accordance therewith, then the City Colleges of Chicago shall have full power and authority to declare the forfeiture of this contract, and to forfeit the rights of the Contractor in this contract, and the City Colleges of Chicago at its option may call upon the surety to complete the work in accordance with the terms of this contract or may itself take over the work, including any or all materials and equipment on the grounds as may be suitable and acceptable to the City Colleges of Chicago and may complete the work by or on its own account, or may use such other methods as in the opinion of the City Colleges of Chicago shall be required for the completion of the work in an acceptable manner. All damages, costs and charges incurred by the City Colleges of Chicago, together with the cost of completing the work, shall be deducted from any monies due or which may become due on this contract. In case the damages and expense so incurred by the City Colleges of Chicago shall be less than the sum that would have been payable under this contract if it had been completed by the Contractor and had not been forfeited by the Contractor, then the Contractor shall be entitled to receive the difference, subject to any claims or liens thereon which may have been filed with the City Colleges of Chicago or any prior assignment filed with it, and in case such expense shall exceed the sum which would have been payable under this contract, the Contractor and the surety shall be liable and shall pay to the City Colleges of Chicago the amount of such excess.

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

2.15 Basis for Wage Rate Adjustment

Prices quoted in the Hourly Rate shall be firm for the term of the contract except for increases or decreases in the prevailing wage rate paid for the appropriate trade as determined by the Department of Labor, State of Illinois.

Increases in labor rates shall be based on the prevailing wage rate at the time of adjustment request.

The Contractor will be required to furnish supporting documents from each trade to verify the new rates and the effective date of the change. Any labor rate adjustments shall be made in the form of a contract modification signed by the City Colleges of Chicago and the Contractor.

Any services provided by the Contractor at the new wage rate, without a properly executed contract modification signed by City Colleges of Chicago, is made at the Contractor's risk. Consequently, in the event such modification is not executed by the City Colleges of Chicago, the Contractor releases the City Colleges of Chicago from any liability whatsoever to pay for services rendered at the new wage rate prior to the Contractor's receipt of the fully signed contract modification.

2.16 Contract Extension Option

This contract shall be in effect for the dates indicated herein for the contract period. The Chief Procurement Officer may elect to extend this contract for an additional period, from the expiration date of this contract under the same terms and conditions of the original contract period. However, the contractor shall have the privilege of rejecting an extension of the contract period. Such rejection shall be made in writing to the Office of Business and Procurement Services at least ninety (90) days prior to the expiration

of the contract and shall state its unwillingness to agree to an extension under the same terms and unit prices.

2.17 CCC Ethics Policy

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

2.18 Disclosure

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

2.19 Debarment

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

2.20 Economic Disclosure Statement and Affidavit Forms

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

Bidders must complete the Economic Disclosure Statement and Affidavit as referenced in Appendix IV. The Economic Disclosure forms must be completed by the Prime contractor in its entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. **All firms must disclose owners and the percentage(s) of ownership information (see Page 3 of 9, #2).** Failure to provide complete ownership information may cause your response to be deemed as non-responsive. (See Appendix IV – 9 pages)

END OF SECTION

00300 SPECIAL CONDITIONS

3.01 Permits

All permits, fees, etc., required by law for completion of this contract shall be obtained and paid for by the Contractor.

3.02 Notices

All communications and notices herein provided for shall be in writing, delivered personally or mailed first class, postage prepaid, to the Contractor by name and address listed on the bid hereof and to the City Colleges of Chicago, Office of Business and Procurement Services, 3901 S. State Street, Room 102, Chicago, Illinois 60609.

3.03 Mark-up of Materials and Sub contractors

Percent of mark-up shall not exceed ten (10 %) percent for materials supplied by this contractor.

Subcontractor work marked up may not exceed ten (10%) percent. Subcontractors shall be limited to the same mark-ups on their work as stated above.

No additional monies shall be paid to the Contractor without either an approved Change Order or Construction Change Authorization.

3.04 Cooperation Between Contractors

Unless otherwise provided in Special Conditions, if separate contracts are let or work within or adjacent to the project site as may further be hereinafter detailed in the contract documents, each Contractor shall conduct his work so as not to interfere with or hinder the progress of completion of the work being performed by other Contractors.

The Contractor shall as far as possible arrange his work and place and dispose of the materials being used, so as not to interfere with the operations of the other Contractors within or adjacent to the limits of the project site. He shall join his work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

3.05 Superintendence

Contractor shall provide the service of a competent superintendent or foreman who shall be thoroughly familiar with all phases of work under his contract or subcontract, and who shall have authority to act for his principals. Such superintendent or foreman shall be satisfactory to the City Colleges of Chicago and shall not be removed without consent of the City Colleges of Chicago.

3.06 Standards for Material and Workmanship

All material shall be new and shall conform with the standards of Underwriters' Laboratories, Inc., in every case where such standards have been established for the particular material in question. All work shall be executed in a workmanlike manner and shall present a neat, mechanical appearance when completed.

Materials, the style, make or quality of which is specifically designated, shall be as specified. Should any substitution of material or item of equipment or apparatus be made, the City Colleges of Chicago's written approval must be obtained prior to installation.

For ease of maintenance and parts replacement, use equipment or material of a single manufacturer.

The City Colleges of Chicago reserves the right to reject any Material List which contains equipment or material from various manufacturers if suitable materials can be secured from fewer manufacturers and to require that source of materials be unified to the maximum extent possible.

3.07 Defective Work and Material

All material or work found to be defective or not in strict conformity with the drawings or different from the requirements of the drawings and specifications, or defaced or injured through negligence of the Contractor or his employees, or through the action of fire or weather or any other cause, will be rejected and shall immediately be removed from the premises by the Contractor and satisfactory material and work substituted therefore without delay.

Any defective material or work that may be discovered shall be corrected immediately on notice from the City Colleges of Chicago. No previous inspection or certificate on account shall be held to relieve the Contractor from his obligation to furnish sound material and to perform good and satisfactory work.

3.08 Rubbish

During the process of work, the premises shall be kept reasonably free of all debris and waste materials resulting from the work under this contract. All such debris and rubbish shall be removed from the site and legally disposed.

In the case of multiple contracts, the general work Contractor shall be responsible for rubbish removal from the site, but each Contractor shall be responsible for cleanup of rubbish generated by his work daily.

Failure of the Contractor(s) to clean up as required by the City Colleges of Chicago will be cause for the City Colleges of Chicago to order this work done by others and the cost of this cleanup work deducted from monies due the Contractor.

3.09 Project Schedule

Contractors within fifteen (15) days of the issuance of a purchase order will make available, from his own staff and from those of his Subcontractors, a complete working schedule including drawing and sample submissions.

On the fifth of each month the Contractor shall report project progress. This shall state the actual progress of each job or activity through the last day of the previous month. In addition, it shall list changes and any other conditions within the purview of the Contract Documents affecting job progress.

The reports will be forwarded to the CCC project manager at the office of Administrative Services on the afternoon of the report date, prior to the close of the work day. The Contractor shall furnish sufficient forces, construction plant, and equipment to ensure the prosecution of the work in accordance with the approved progress schedule. If the Contractor falls behind the progress schedule, the Contractor shall take such steps as shall be necessary to improve his progress and to comply with the progress schedule and as will meet with the approval of the City Colleges of Chicago. If the work is delayed, the contractor shall provide a recovery schedule within ten (10) days of request.

3.10 Surveys, Lines and Levels

The General Work Contractor shall establish on the site all necessary reference lines and permanent bench marks from which he shall establish building lines and elevations. A registered land surveyor shall be employed by the Contractor for this purpose and to lay out the work, determine all lines and elevations and shall verify same from time to time as the work progresses, and to take settlement readings as hereinafter specified. The Contractor shall be responsible for the proper location and level of all the work and for the maintenance of the reference lines and bench marks.

All dimensions and grades shown on drawings are believed to be correct, but the Contractor shall verify them at the site and notify the City Colleges of Chicago in writing of any discrepancies found before proceeding with the work; similarly as to final lines and grades established by official established lines and grades and notify the City Colleges of Chicago in writing of any discrepancies found. In the absence of such notifications, extra work caused by discrepancies shall not entitle the Contractor to extra compensation.

3.11 Samples and Shop Drawings

The term "shop drawings" as used herein includes fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules and test data; wiring and control diagrams; all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems; and methods of construction as may be required to show that the materials, equipment or systems and the position thereof conforms to the Contract requirements. As used herein, the term "manufactured" applies to standard units usually mass produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate

minor changes of design or construction to suit actual conditions.

The term "samples" as used herein includes natural materials, fabricated items, equipment, devices, appliances or parts thereof as called for in the specifications, and any other samples as may be required by the City Colleges of Chicago to determine whether the kind, quality, construction, workmanship, finish, color and other characteristics of the materials, etc., proposed by the Contractor conform to the requirements of the Contract Documents. Samples approved by the architect of record or City Colleges of Chicago shall establish the kind, quality and other required characteristics of the various parts of the work, and all work shall be in accordance with the approved samples.

The Contractor shall submit all required shop drawings and/or samples in accordance with the approved "Schedule for Submission of Shop Drawings and Samples" and with such promptness as to cause no delay in his work or in that of any other Contractor or Subcontractor. No extensions of time will be granted to the Contractor because of failure to have shop drawings submitted in ample time to allow for checking and approval. All shop drawings must be complete in every detail, properly identified with the name of the project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the project and to the specification paragraph number and drawing number for identification of each item, and stating qualifications, departures or deviations from the Contract Documents, if any. Shop drawings for each section of the work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have a clear space for the approval stamps of the Contractor, the architect of record, and the City Colleges of Chicago.

Submit PDFs of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the specifications until final approval is obtained. Submit PDFs of manufacturers' descriptive data for materials, equipment and fixtures, including catalog sheets, showing dimensions; performance characteristics and capacities; wiring diagrams and controls; schedules; and other pertinent information as required.

All shop drawings and/or samples shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the architect of record or City Colleges of Chicago for approval and shall bear the Contractor's stamp of approval certifying that they have been checked. Any shop drawings submitted without this stamp of approval and certification, and shop drawings which, in the City Colleges of Chicago's opinion are incomplete, contain numerous errors or have not been checked or only checked superficially, will be returned unchecked by the City Colleges of Chicago for resubmission by the Contractor.

In checking shop drawings, the Contractor shall verify all dimensions and field conditions and shall check and coordinate the shop drawings of any section or trade with the requirements of all other sections or trades whose work is related thereto, as required for proper and complete installation of the work. The architect of record will review and approve shop drawings for design, general methods of construction and detailing; however, approval of such drawings shall not be construed as a complete check, nor shall it relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the architect of record or City Colleges of Chicago's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules, nor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work required by the Contract Documents which may not be indicated on shop drawings when approved. The Contractor shall be solely responsible for any quantities which may be shown on the shop drawings.

The architect of record or City Colleges of Chicago will pass upon the shop drawings with reasonable promptness and will return them to the Contractor with the architect of record or City Colleges of Chicago's stamp and signature applied thereto, indicating the appropriate action as described below.

The Contractor shall submit all required samples in accordance with the approved "Schedule for Submission of Shop Drawings and Samples" and with such promptness as to cause no delay in his own work or in that of any other Contractor or Subcontractor. No extensions of time will be granted to the Contractor because of failure to have samples submitted in ample time to allow for review and approval. Unless otherwise called for in the various sections of the specifications, all samples shall be in triplicate and shall be marked, tagged, or otherwise properly identified with the name of the Contractor, the name of the project, the purpose for which the samples are submitted, and the date, shall be accompanied by a letter of transmittal containing similar information together with the specification paragraph number and drawing number for identification of each item. Each tag or sticker shall have clear space for the approval stamps of the Contractor, architect or record and City Colleges of Chicago.

Samples of materials which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions shall, if not submitted in the standard containers, be supplied with such labels and application instructions.

The architect of record will review and approve samples for aesthetics, general design and technical compliance, however, approval of such samples shall not relieve the Contractor from responsibility for any departures or deviations from the requirements of the Contract Documents unless he has, in writing, called the architect of record or City Colleges of Chicago's attention to such departures or deviations at the time of submission.

On completion of the work, the Contractor shall furnish to the City Colleges of Chicago two complete sets of shop drawings for all trades, as finally approved, bearing the architect of record's stamp and signature and indexed and assembled by trade.

3.12 Manufacturer's Nameplate

Manufacturers' or Contractors nameplates shall not be permanently attached to ornamental and miscellaneous metal work, furnishings and equipment, doors, frames, millwork and similar factory-fabricated products on which, in the City Colleges of Chicago's opinion, the nameplate would be objectionable if visible after installation of the work. This does not apply to Underwriters' labels where required.

3.13 Construction Practices

The Contractor and his Subcontractors shall employ only methods of construction or erection, and hoists, rigging, forms, scaffolding, cribbing, tools, structures, etc., at the site of the work which conform to the requirements of the American National Standards Institute, "Safety Code for Building Construction", "Safety Codes for Hoists, Scaffolding and Demolition", the National Safety Council, and of Local, State and Federal Laws and Building Codes.

The Contractor shall confine his construction equipment, the storage of materials and the operations of workmen to the limits indicated by laws, ordinances, permits and as may be established by the City Colleges of Chicago, and shall not unreasonably encumber the premises with construction equipment or materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety.

The Contractor shall enforce the City Colleges of Chicago's instructions regarding signs, advertisements, fires and smoking.

No items of equipment that are intended to form a part of the completed work shall be used as construction equipment without specific approval from the City Colleges of Chicago in each instance.

3.14 General Cutting and Patching

Each trade shall be responsible for all cutting and patching necessary for the installation its work under the supervision of the Contractor. In case sleeves or hangers are not placed in line or are improperly placed, each trade shall be responsible for forming or drilling openings in the work where required and for any patching or corrective work necessary.

All cutting shall be done promptly and all repairs shall be made as necessary to leave the entire work in good condition, including all cutting, fitting and drilling of masonry, concrete, metal, wood, plaster and other materials as specified or required for proper assembly, fabrication, installation and completion of all work under the contract, and including any patching as may be necessary.

Structural members shall not be cut except by written authority of the City Colleges of Chicago. Work done contrary to such authority is at the Contractor's risk, subject to replacement at his own expense if so directed.

3.15 Record Drawings

A complete and accurate record of all deviations from the drawings and the specifications shall be maintained to indicate the work as actually installed. Changes shall be recorded on prints and shall be kept at the job site for inspection by the City Colleges of Chicago together with a copy of each change order and shop drawing.

When the project is complete, and **as condition of final payment**, the contractor shall provide a complete set of as-built drawings in electronic format. All recorded changes made during construction shall be bubbled and noted. Hand drawn mark-ups are not acceptable.. Deliver same to the City Colleges of Chicago Projec Managertgether with copies of all change orders and shop drawings.

3.16 Asbestos Containing Materials

All materials used on this project shall be 100% asbestos-free and contain no asbestos fibers of any type in their composition. Any asbestos containing material that is discovered, either during the project or after the project's completion, regardless of the length of time since completion, shall be totally removed under EPA Rules & Regulations and replaced with new asbestos-free material at the Contractor's expense.

3.17 Site Location

*Truman College
1145 W. Wilson Avenue
Chicago, IL. 60640*

END OF SECTION

00400 GENERAL SPECIFICATIONS**4.01 General**

AIA Document A201 (Latest Edition) General Conditions of the Contract for Construction shall govern this contract, except that Parts 1 through 3 of this Section shall supersede any corresponding parts of the AIA Document A201

END OF SECTION

SECTION 00500 – BID SUBMITTAL FORMS

5.01 Bid Form: Biology Laboratories Build-Out – Truman College

Having carefully examined the specifications, requirements and conditions affecting this Bid, the undersigned agrees to furnish all material, labor, equipment and such other apparatus, supervision, and construction project management as required to satisfactorily meet the drawings and specifications. Your bid must identify any and all cost and/or or fees. Sales tax shall not be included; CCC is tax exempt.

We propose to complete the Biology Laboratories Build-Out at Truman College as outlined in Sections 00100 thru 00500 of the specifications dated August 28, 2023 and accordance with the drawings and technical specifications (Volume 1 and Volume 2) for the following Bid price:

Base Bid excluding the following Owner’s Allowance \$ _____

Allowance No 1:

- Owner’s unforeseen conditions (10%) \$ _____

Allowance No 2:

- Owner’s equipment \$ 50,000

Lump Sum Allowance Total \$ _____

Total Base Bid including Owner’s Allowances..... \$ _____

Alternates (

Alternate No.1 Provide all new light fixtures \$ _____

Alternate No. 2 Provide all new lay-in ceiling panels \$ _____

Alternate No. 3 Metal Cabinets in Micro-Biology \$ _____

Duration from Notice to Proceed to Substantial Completion _____ months

The Board of Trustees reserves the right to accept or reject any and all bids.

Bidder’s Name: _____

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

Company’s Name: _____

Reason for NO-Bid: _____

5.02 CONTRACTORS QUALIFICATION STATEMENT

The following information regarding the General Contractor must be provided as part of the Bid Submittal Package, attach additional sheets if necessary:

A. Company Information

Name of Company:

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

Name of principle(s) of company:

Name of Parent Company, if any:

Number of years in business:

Number of years in the related field:

City of Chicago License (please attach a copy)

B. INSURANCE & BONDING

Insurance Carrier (Attach a copy of Certificate of Insurance):

Bonding Company:

C. EXPERIENCE

Briefly describe company's history:

List related interior renovation of classroom/ lab space projects in the past five (5) year over \$1,500,000.00. Use additional sheets if necessary.

| Project Description | Cost | Contact Person | Phone Number |
|---------------------|------|----------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |

List related fields of general contracting contracts of the type being requested at the present time or within the last five years:

| Company | Date Performed | Contact Person | Phone Number |
|---------|----------------|----------------|--------------|
| | | | |
| | | | |
| | | | |
| | | | |

D. Work Volume

State yearly dollar volume of related field contracting work during the past two (2) years:

2022: _____ 2023: _____

List present interior renovation of classroom/lab space contracts that are scheduled for the next six (6) months over \$1,500,000.00 in value:

| Company | Description | Dollar Value |
|---------|-------------|--------------|
| | | |
| | | |
| | | |
| | | |

E. PENALTIES, DAMAGES & WORK STOPPAGES

List any assessed penalties or liquidated damages which occurred in the past five (5) years. Include contract terminations:

List any project in the past five (5) years during which work was halted by the owner, architect, consultant or authorities. State project name, date and reason for shut-down.

F. **STAFFING**

Total number of full-time company employees:

Name(s) of Job Superintendent(s) and years of related field experience:

| Name(s) | Description | Year(s) |
|---------|-------------|---------|
| | | |
| | | |
| | | |
| | | |

5.03 Acknowledgement of Addendum(s)

Bidder acknowledges receipt of the following addenda:

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

5.04 Bid Signature Sheet

The following required documents and information must be completed and included with all Bid responses and on the USBs:

1. Sections 5.01 – 5.04 (Section 00500 – 5.01 – Bid Form, 5.02 – Contractor’s Qualification Statement, 5.03 - Acknowledgement of Addendum(s) and 5.04 - Bid Signature Sheet); and AIA Document A305 (Latest Edition)
2. Appendix I - Applicable MBE/WBE Schedules regarding Compliance with the Minority Business Commitment and Women Business Commitment Forms (signed and notarized) with copies of MBE/WBE Certification Letter(s) from certifying agencies accepted by CCC
3. Appendix II - CCC Ethics Orientation for Contractors/Vendors “Acknowledgement” Form
4. Appendix III - IRS W-9 Form
5. Appendix IV - Economic Disclosure Statement and Affidavit (complete all 9 pages, sign and notarized)

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

Firm's Name: _____
(Corporation, Partnership, Sole Proprietor)

By: _____
(Authorized Signature)

By: _____
(Authorized Signor's Printed Name and Title)

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Telephone No. _____

Email: _____ Website: _____

NOTICE: Sealed bids are due by Wednesday, September 20, 2023, no later than 12:00 p.m. to the City Colleges of Chicago, Dawson Technical Institute, Office of Business and Procurement Services, 3910 S. State Street, Room 102, Chicago, IL 60609 and will be publicly opened and read aloud via Zoom meeting at 12:15 p.m. After accessing the Zoom application, following are instructions for joining the Bid Opening meeting:

Meeting ID: 890 2311 0008 Passcode: 411660

NOTE: It is the responsibility of the Bidder to hand deliver or mail bids before the scheduled due date and time. Bids arriving late will be returned unopened. When responding to these specifications, please return one (1) original signature hard copy and two (2) USBs of your entire bid response and include all required documents, information and applicable MBE/WBE Schedules with MBE/WBE Certification letters. All bid responses are due by the bid due date and time deadline.

ATTACHMENT A

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

LETTER OF INTENT TO BID

**SEALED BID - NO. MWJ-TR2404
BIOLOGY LABORATORIES BUILD-OUT
TRUMAN COLLEGE**

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

***PLEASE EXECUTE AND EMAIL TO THE ATTENTION OF MARIETTA WILLIAMS-JOHNSON, SENIOR
CONTRACT ADMINISTRATOR, AT procurementservices@ccc.edu, BY FRIDAY, SEPTEMBER 15, 2023, NO
LATER THAN 12:00 P.M.***

COMPANY'S NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

TELEPHONE #: _____ **WEBSITE:** _____

PRINCIPAL CONTACT: _____

TITLE: _____

TELEPHONE #: _____

EMAIL: _____ **DATE:** _____

SIGNATURE: _____

APPENDICES:

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

APPENDIX II – ETHICS ORIENTATION FOR CONTRACTORS/VENDORS

APPENDIX III - IRS W-9 INSTRUCTIONS AND FORM

APPENDIX IV – ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

APPENDIX V – PROFESSIONAL SERVICES AGREEMENT (for information purposes only. Do not complete and submit this document)

EXHIBITS - see separate pdf files for the following:

- **EXHIBIT A - VOLUME 1 – BIOLOGY LABORATORIES RENOVATION PROJECT MANUAL – DIV. 1 – 12**
- **EXHIBIT B - VOLUME 2 – BIOLOGY LABS RENOVATION PROJECT MANUAL – DIV. 22 – 28**
- **EXHIBIT C - BID DRAWINGS**

Appendix 1

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

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

SECTION 1: INTRODUCTION

- 1.1 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**

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.

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

| | | | | | | | | | | | | | | | | |
|--|---|---|---|---|--|--|--|--|--|---|---|--|--|--|--|--|
| Social security number | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 25%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 46%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | - | | - | | | | | | | | | | | | |
| | - | | - | | | | | | | | | | | | | |
| or | | | | | | | | | | | | | | | | |
| Employer identification number | | | | | | | | | | | | | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 2%; border: none;">-</td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> <td style="width: 10%; border: 1px solid black; height: 20px;"></td> </tr> </table> | | | | | | | | | | | - | | | | | |
| | | | | | | | | | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

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

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

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**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

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> |
|--|------------------|--|---|

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

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

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

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

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

E. CERTIFICATION REGARDING INTEREST IN CCC BUSINESS

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

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

Yes No

NOTE: If you checked "Yes" to Item E.1., proceed to Items E.2. and E.3.

If you checked "No" to Item E.1., proceed to E.4.

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

Does the Matter involve a CCC Property Sale? Yes No

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

Name Business Address Nature of Interest

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

Yes No

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

Name Business Address Amount of loan

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

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

A. The Disclosing Party understands and agrees that:

1. By completing and filing this EDS, the Disclosing Party acknowledges, on behalf of itself and the persons or entities named in this EDS, that the CCC may investigate the creditworthiness of and the information provided about some or all of the persons or entities named in this EDS.
2. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the CCC in connection with the Matter, whether procurement or other CCC action, and are material inducements to the CCC's 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; and
- iii. Company shall not use any debarred or ineligible subcontractor to perform all or any portion of the Services; and

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

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

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

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

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

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

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

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

11. **Termination/Remedies.**

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

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

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

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

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

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

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

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

If to Institution:

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

with a copy to:

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

If to Company:

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

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

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

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

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

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

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

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

COMPANY

By: _____
CHANCELLOR

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Karla Mitchell Gowen
General Counsel

Date: _____

EXHIBIT A
SCOPE OF SERVICES

DRAFT