



**REQUEST FOR PROPOSALS (RFP) #MWJ1801
CAFETERIA, VENDING, CATERING, KIOSK and CHILDCARE FOOD SERVICES
AND
SEALED BID #MWJ1801A
PURCHASED MEALS FOR THE CHILD DEVELOPEMNT LABORATORY SCHOOLS**

**Required for use by:
City Colleges of Chicago – District Wide**

**THREE (3) ORIGINAL SIGNATURE HARD COPIES AND TWELVE (12) USBs OF THE RESPONSES
TO BE SUBMITTED**

All responses shall be addressed and returned to:
City Colleges of Chicago
Procurement Services
226 W. Jackson Blvd., Room 1005
Chicago, IL 60606
Attn: Marietta Williams-Johnson, Buyer

***All Proposals and Bids are due no later than 12:00 p.m. local Chicago time, on Wednesday,
February 14, 2018. Sealed Bids will be opened immediately thereafter in Conference Room 1001***

Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelopes or packages must clearly indicate the names of each project, **RFP #MWJ1801 – Cafeteria, Vending, Catering and Kiosk Food Services and Sealed Bid #MWJ1801A – Purchased Meals for the Child Development Laboratory Schools. Responses to the RFP and Bid should both be packaged separately in sealed envelopes** for City Colleges of Chicago (CCC), the time, and the date specified for receipt. The name and address of the Proposer/Bidder must also be clearly printed on the outside of envelope or package. The Proposer/Bidder shall be responsible for delivery by the due date and time, whether delivered by U.S. mail or messenger. Late proposals/bids will be returned to the sender unopened.

A pre-proposal/pre-bid conference is scheduled for Thursday, January 11, 2018, at 10:00 a.m. in Room 3207 at Malcolm X College, 1900 W. Jackson Blvd., Room 1101, Chicago, IL 60612. The Scope of Services and the compliance procedures for the MBE/WBE Contract Participation Plan will be discussed. **It is mandatory that all firms anticipating submitting a proposal and/or bid are required to attend this meeting in person.** Participation in the site visits/walk-throughs are highly recommended. Please obtain/download a copy of the RFP document and bring it with you to the meeting. Attendees please RSVP to procurementservices@ccc.edu by Tuesday, January 9, 2018, no later than 2:00 p.m. Photo identification is required when entering any City Colleges of Chicago location.

Questions regarding clarification or verification of these specifications and MBE/WBE compliance procedures should be submitted in writing via email to Marietta Williams-Johnson, Buyer – 312-553-2590, at procurementservices@ccc.edu, please reference the RFP number and name in the subject line. **The deadline for submitting final questions is Friday, January 19, 2018, no later than 12:00 p.m.**

The Letter of Intent to Submit a Proposal/Sealed Bid, Attachment A, is due via email to procurementservices@ccc.edu by Wednesday, February 7, 2018, no later than 12:00 p.m. If you do not intend to submit a proposal/bid in response to this RFP/Bid, please email us a brief but detailed explanation to procurementservices@ccc.edu in order to continue to receive any future bid/RFP notices.

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EXHIBIT I	RECENT KITCHEN UPGRADES AND NEW VENUES: MALCOLM X, DALEY, OLIVE-HARVEY, OLIVE-HARVEY TDL (FUTURE STATE) (Drawings: separate pdf file, please download)
EXHIBIT II	GOOD FOOD PURCHASING PROGRAM
EXHIBIT III	SAMPLE ACADEMIC CALENDAR

APPENDICES

APPENDIX I	TERMS AND CONDITIONS REGARDING COMPLIANCE WITH THE MINORITY BUSINESS COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT
APPENDIX II	ETHICS ORIENTATION FOR CONTRACTORS/VENDORS
APPENDIX III	ECONOMIC DISCLOSURE INSTRUCTIONS AND ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT
APPENDIX IV	PROFESSIONAL SERVICES AGREEMENT (draft)
APPENDIX V	IRS W-9 INSTRUCTIONS AND FORM (please download separate pdf file)
APPENDIX VI	SEALED BID #MWJ1801A – INVITATION FOR BID/CONTRACT PURCHASED MEALS – CHILD AND ADULT CARE FOOD PROGRAM (Separate pdf file, please download)

SECTION I - GENERAL INFORMATION

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

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

SITE VISITS/WALK-THROUGHS SCHEDULE:

The site visits/walk-throughs will be conducted with the Prospective Proposers to view the cafeteria areas for the following campuses:

DATE	TIME	COLLEGE	ADDRESS
January 11, 2018	12pm – 1pm	Malcolm X College	1900 W. Jackson Blvd. Chicago, IL 60612
January 12, 2018	10am - 11am	Harry S. Truman College	1145 W. Wilson Ave. Chicago, IL 606
January 12, 2018	2pm – 3pm	Wilbur Wright College	4300 N. Narragansett Ave. Chicago, IL 60634
January 16, 2018	10am – 11am	Richard J. Daley College	7500 S. Pulaski Road Chicago, IL 60652
January 16, 2018	2pm – 3pm	Kennedy-King College	6301 S. Halsted Street Chicago, IL 60621
January 17, 2018	10am – 11am	Olive-Harvey College	10001 S. Woodlawn Ave. Chicago, IL 60628

SECTION II - INTENT AND SCOPE OF SERVICES

A. INTENT

CCC is soliciting proposals from qualified firms (“Proposers” or “Contractors”) to provide district wide food services. Our general scope includes dining services for six (6) campuses, catering and vending services for twelve (12) campuses, and child care meals for five (5) campuses. We seek a strategic partner to help develop a vision and model that incorporates the unique identity and needs specific to each of our campuses. We are open to an innovative approach and/or nontraditional dining concept that tailor meal concepts to each campus community. Ideal partners will have the ability to implement a meal-plan solution that allows students to use funds from different sources to fund their meals, including Financial Aid.

Our partner should consider a mix of healthy options and traditional favorites at affordable prices. Due to the diversity of students on our campuses, our food program must be uniquely tailored to each campus community. An ideal vendor will be committed to meeting the needs of each individual campus and evolving the food program on an on-going basis.

Our partner will be highly committed to providing a student-centered food service program through the following expectations:

- Providing a high-quality food program to students, faculty and staff
- Ensuring affordable menu options are always available
- Tailoring meal concepts to each campus community including satellite locations where feasible
- Addressing menu-fatigue by routinely rotating new menu concepts
- Bridging gaps in identified food-deserts
- Providing flexible delivery options, e.g. Kiosk, Café, Vending, Self-Serve, etc.
- Participating in on-going student engagement, including the use of social media
- Recruiting new customers to increase participation
- Excelling in customer service
- Marketing and promotion of food services
- Timely reporting and data analysis
- Monitoring and improving financial performance
- Continual dedication to improving the food program
- Having the ability to implement Financial Aid meal plans

B. SCOPE OF SERVICES

CCC has over 90,000 students and 4,000 employees districtwide. We are seeking food services that are tailored to commuter students. Our students are comprised of both full-time and part-time enrollees, many of who also work around their class schedules. Potential bidders are invited to visit each campus during the proposal development process, see schedule on page 3.

Food service is required for the following areas:

1. CAFETERIAS AND DESCRIPTIONS

- a. **Daley College** is located on the southwest side of the city and soon to be home of a state-of-the art Engineering and Advanced Manufacturing Center. The mid-sized cafeteria was updated in 2015. The campus strives to keep an affordable menu for students and seeks a vendor with a community outreach program.
- b. **Kennedy-King College** is located in the heart of Englewood and is the home of the Washburne Culinary Institute. The campus has a small cafeteria with limited serverly and is seeking better selections that fit the configuration to help drive participation. There are also numerous opportunities to collaborate with Washburne Culinary Institute. In 2018, ~ 80 District Office staff members will be relocating to this campus.
- c. **Malcolm X College** is a new state-of-the-art Health Sciences facility on the west side of Chicago. The campus, home to a large-sized cafeteria with a custom Wok station, needs affordable and quick-serve items due to volume of usage and the college's location in a food desert.
- d. **Olive-Harvey College** is located on the far south side of Chicago in an identified food-desert. The mid-sized cafeteria was updated in 2015. The campus has a great need to provide affordable food options to a population with very few options in the vicinity.

- e. **Truman College** is located in Chicago's Uptown neighborhood in a very diverse community and has a mid-sized cafeteria. The campus strives to keep an affordable menu for students and seeks a vendor with a community outreach program.
- f. **Wright College** is located in the northwest corner of Chicago. The campus has a large, multi-station cafeteria. The campus seeks a vendor that can keep students on campus and deliver flexible hours of operation.
- g. **Harold Washington College** is located in the heart of downtown Chicago. The small, lower-level café was recently closed and the space was repurposed for student use due to the large variety food options in the surrounding area.

h. Current Hours of Operations

Location	Hours of Operation
Daley Cafeteria	8:00 am – 2:00 pm
Kennedy-King Cafeteria	8:00 am – 2:00 pm
Malcolm X Cafeteria	8:00 am – 2:00 pm
Malcolm X Kiosk	1:00 pm – 6:00 pm
Olive-Harvey Cafeteria	9:00 am – 3:30 pm
Truman Cafeteria	8:00 am – 2:00 pm
Wright Cafeteria	8:00 am – 2:00 pm

A sample Academic Calendar is included in Exhibit III. We will review course patterns with the selected vendor to modify hours as needed.

2. FOOD KIOSKS/CAFES

- a. **Daley College** currently has an unused food kiosk without water or drainage. The college will also have the accommodations for a food kiosk with water and drainage after the completion of its future Engineering and Advanced Manufacturing Center in 2018.
- b. **Kennedy-King College** currently has an unused food kiosk in a building separate from the cafeteria without water or drainage.
- c. **Malcolm X College** has a lobby café designed for grab & go and limited food preparation.
- d. **Olive-Harvey College** will have a café in the Transportation, Distribution & Logistics Center (TDL) designed for grab & go and limited food preparation. (See Exhibit 1).
- e. **Wright College** currently has an unused food kiosk near the main entrance without water or drainage.

3. CATERING

- a. Catering should be accessible to twelve (12) sites, including the satellite campuses.
- b. Malcolm X College requires conference center catering services in the conference center/conference hall. This facility includes a warming kitchen for events. There are an estimated 150-200 events per year, with an average of 300 attendees with a \$12 per/person average spend. Total conference center annual food spend is estimated to be from \$540,000 to \$720,000. Currently, event planners may use external caterers. Under the new contract, the food provider will be a “preferred vendor” for conference events and catering services. Proposers should include event management capabilities in the experience and qualifications section of responses.
- c. There are potential opportunities to partner with high school summer programs on various CCC campuses to provide meals to program several hundred participants.

4. VENDING

- a. Vending is required for the seven (7) main campuses and five (5) satellite locations.

5. CHILD CARE

- a. Childcare meals are required at Arturo Velasquez Institute, Daley, Malcolm X, Olive-Harvey, and Truman Colleges. Kennedy-King requires child care food purchases, but no meal preparation. We are soliciting bids for family style meals for breakfast, lunch, supper and supplement/snacks as defined in the Invitation for Bid and Contract – Purchased Meals. (see Appendix VI)

6. ADDITIONAL SERVICES

- a. In 2018, approximately 90 CCC District employees will be relocating to Dawson Technical Institute. This location currently has vending, but the new vendor should assess the viability of additional food options given the increase in building population.
- b. Arturo Velasquez Institute has a full-service cafeteria that closed in 2016 due to declining enrollment and food-service participation. The vendor may assess the viability of a tailored food service model at this satellite campus if the demand increases.

7. CCC PARTNERSHIPS

- a. The vendor will be expected to work with any existing CCC partnerships and may be required to abide with any further contracts/agreements entered into by our institution.

8. SUMMARY OF SERVICES

College	Cafeteria	Vending*	Kiosk	Catering	Childcare
Daley	X	30		X	X
Harold Washington		10		X	
Kennedy-King	X	19		X	
Malcolm X	X	9	X	X	X
Olive-Harvey	X	22		X	X
Truman	X	21		X	X
Wright	X	23	X	X	
Arturo Velasquez Institute		8		X	X
Dawson Technical Institute		5		X	
Humboldt Park Vocational Center		3		X	
South Chicago Learning Center		3		X	
West Side Learning Center		4		X	

*Current machine count

a. Food selection

The vendor shall provide both hot and cold meal selections for breakfast and lunch. Grab & Go food options shall be available to purchase in addition to custom-prepared meals.

b. Vending

The vendor shall install beverage and snack machines. Snack machines should be at least 25% healthy choice food items. CCC is open to exciting and innovative vending concepts to help drive participation. CCC would like to continue the Farmer's Fridge vending program currently located at Harold Washington, Malcolm X, Truman, and Wright Colleges.

c. Catering

The vendor shall have a catering menu and prices to prepare and serve breakfast, lunch, dinner and student group events. The vendor should be prepared to customize catering solutions to fit events of all kinds. The vendor is encouraged to offer special packaging and prices for student groups.

d. Meal plans

The vendor should have the ability to create a Financial Aid meal plan solution that allows students to use Financial Aid funds to purchase food items. The meal funds may be loaded onto a declining balance card, or any other solution the vendor has to restrict purchases to on-campus dining facilities. A meal plan solution will have a positive impact on student participation and vendor revenue.

e. Athletic sponsorships

CCC is interested in exploring alternative ways to get our athletic teams the right resources at the right time. As part of this exploration, we are inviting respondents to provide examples of athletic program sponsorships that currently exist in the college and university marketplace that we might incorporate into our food program. For example, providing CCC teams with equipment or monetary support in exchange for branding and product exclusivity in our vending program.

9. FINANCIAL AND ENROLLMENT OVERVIEW

Location					FY 14	FY 15	FY 16	FY 17	FY 17 Fall & Spring Headcount	
Daley										
Cafeteria	\$	123,000	\$	154,000	\$	135,000	\$	104,000	Student Enrollment	17,601
Catering	\$	13,500	\$	27,000	\$	46,000	\$	24,000	Faculty and Staff	654
Campus Total	\$	136,500	\$	181,000	\$	181,000	\$	128,000	Total	18,255
Kennedy-King										
Cafeteria	\$	83,000	\$	77,000	\$	92,000	\$	69,000	Student Enrollment	8,166
Catering	\$	500	\$	1,000	\$	-	\$	8,000	Faculty and Staff	658
Campus Total	\$	83,500	\$	78,000	\$	92,000	\$	77,000	Total	8,824
Malcolm X*										
Cafeteria	\$	265,000	\$	311,000	\$	411,000	\$	362,000	Student Enrollment	13,803
Catering	\$	98,000	\$	133,000	\$	108,000	\$	112,000	Faculty and Staff	762
Campus Total	\$	363,000	\$	444,000	\$	519,000	\$	474,000	Total	14,565
Olive-Harvey										
Cafeteria	\$	164,000	\$	163,000	\$	157,000	\$	108,000	Student Enrollment	6,653
Catering	\$	28,000	\$	26,000	\$	43,500	\$	27,000	Faculty and Staff	438
Campus Total	\$	192,000	\$	189,000	\$	200,500	\$	135,000	Total	7,091
Truman										
Cafeteria	\$	231,000	\$	233,000	\$	234,000	\$	138,000	Student Enrollment	19,334
Catering	\$	12,000	\$	35,000	\$	96,000	\$	51,000	Faculty and Staff	793
Campus Total	\$	243,000	\$	268,000	\$	330,000	\$	189,000	Total	20,127
Wright										
Cafeteria	\$	217,000	\$	256,000	\$	248,000	\$	192,000	Student Enrollment	23,198
Catering	\$	1,000	\$	4,000	\$	11,000	\$	16,000	Faculty and Staff	842
Campus Total	\$	218,000	\$	260,000	\$	259,000	\$	208,000	Total	24,040
Total Revenue										
Cafeteria Sales	\$	1,083,000	\$	1,194,000	\$	1,277,000	\$	973,000	Total Headcount**	Student Enrollment 109,271 Faculty and Staff 4,962
Catering Sales	\$	153,000	\$	226,000	\$	304,500	\$	238,000		
Vending Sales	\$	1,100,000	\$	1,100,000	\$	1,000,000	\$	1,000,000		
Childcare Meals	\$	200,000	\$	200,000	\$	200,000	\$	200,000		
Total Revenue Other Locations***	\$	57,000	\$	81,000	\$	186,500	\$	38,000		
District Total	\$	2,593,000	\$	2,801,000	\$	2,968,000	\$	2,449,000	Total	114,233

*See MXC Conference catering profile on page 6

**Includes closed locations but not district staff

***Revenue included for informational purposes only. AVI and HW closed during the Fall and Spring terms of FY1017, respectively.

10. FOOD PROGRAM

a. Menu

The vendor will be committed to offering a high-quality food program with tasty meals that customers enjoy. Menu concepts should be tailored to each campus community and offer an array of fresh and exciting cuisines to attract students, faculty and staff. In efforts to avoid menu-fatigue, the vendor should build a plan of rotating menu concepts and introduce different food options on a routine basis. Vendors may evaluate opportunities where franchises or branded products might be successful. The vendor will build a partnership with each campus community to implement a tailored food program

each college will support. The vendor will also work closely with the campus community to seek ongoing feedback and continuously improve the dining experience. The vendor must provide a variety of food offerings in identified food deserts so that students, faculty and staff have accessible options available on campus.

Vendors should be sensitive to a diverse population. Menus should reflect the needs of groups on campus including students from various cultures, religions, medical and personal dietary restrictions

CCC students have a strong presence on social media and electronic forms of communication. In addition to posting paper and digital menus around campus, food services should be promoted online, through social media and mobile apps in order to engage students and drive participation. Menus shall be available at least 72 hours before they go into effect.

b. Pricing

Dining and catering should be priced with students in mind. Prices will be competitive with comparable menu items served by local commercial food operators and by other educational institutions.

After the second year of the Contract, the College will consider requests for price adjustments for the following year. The vendor will submit the change requests and documentation of the need for each price change (including increased food and labor costs and comparisons to similar College accounts) for review and approval no later than February 1st. If approved, the changes will be effective on the following July 1st.

Price increase requests should be based upon the following documentation:

- Increases for similar portions/products in similar food operations in the market area (a price survey will be required).
- Increases in the U.S.D.A. Regional Wholesale Food Price Index (as issued quarterly) and the U.S.D.A. Food Index Forecast.
- Increases in the U.S. Department of Labor Regional Statistics for labor cost increases in similar job categories and actual increases given to employees.

c. Vending

The vendor should offer a variety of product options at affordable prices. Vending should include healthy concepts and traditional favorites as desired by each campus. Sales should be routinely monitored to ensure the availability of popular items, and low-selling items should be replaced with alternative product. Vendors should be open to introducing new and creative vending concepts as desired by the colleges.

All vending products will be fresh. Expired products shall be promptly removed from the machine upon expiration and not available for purchase. The vendor should keep machines stocked on a daily basis and be responsive to machine malfunctions and repair requests. Vendors will have a plan to promptly respond to customer complaints and perform timely refunds.

d. Campus engagement

The vendor must make an effort to build a partnership with the campus community of students, faculty, and staff. The vendor will meet with all three groups for initial dining concept implementation.

The vendor will continue to engage students by attending student-based meetings or activities to discuss dining services on a regular basis and receive ongoing feedback about food offerings. Meetings should be documented and shared with campus leadership as determined by each campus. The vendor will also solicit feedback from students, faculty and staff via surveys, suggestions boxes, or other ways to collect ideas.

11. PURCHASE STANDARDS

a. Basic Specifications

Food purchased by the Proposer for use at the District shall meet or exceed the purchasing specifications for each item listed below. Minimum food specifications are as follows along with USDA inspection stamps for appropriate items

- Beef and Veal – USDA Choice, except for meat used in extended dishes which may be USDA Standard; select goods and/or utility;
- Pork – USDA Grade A (#1);
- Poultry – USDA Grade A;
- Seafood – USDA Grade A;
- Eggs – USDA Grade A (Large or Medium);
- Dairy Products – USDA Grade A;
- Frozen Foods – USDA Grade A Fancy;
- Fresh Produce – USDA #1 Quality;
- Canned Foods – USDA Grade “A” Fancy, except Choice may be used for cooking purposes

e. Specific Meat Specifications

All meat cuts shall be in accordance with U.S.D.A. I.M.P. specifications. The indicated grades are intended as minimum standards only, and the Vendor is encouraged to exceed these minimums wherever possible. All other food stuffs not included in the above categories shall be of comparable quality.

f. Government Regulations/Grading

Purchase of food, supplies and equipment shall meet requirements of the United States Department of Agriculture (USDA), Food and Drug Administration (FDA) and National Sanitation Foundation (NSF). In the absence of grade labeling, the Proposer shall provide the District with package labeling codes or industry accepted grade equivalent standard to verify the minimum grades specified are being provided.

g. Responsibility to Pay

The Proposer shall maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage and inventory of all foods and direct supplies, and shall pay for all food and direct supplies related to food production service and management applicable to this contract. Any quantity purchase commissions shall be clearly identified and credited to the food cost.

h. Right to Inspect

The District reserves the right to periodically inspect the Proposer’s inventory of food and supplies or review invoices to ensure that purchase standards are maintained.

12. SANITATION AND SAFETY

a. Food Safety

The vendor will use a HACCP-based food safety system approach to managing risk and sanitation. The vendor will be compliant in the following critical areas:

- Cold holding
- Cold production
- Cold storage

- Cooking
- Cooling
- Hot holding
- Receiving
- Reheating

b. Daily Cleaning

The Vendor will provide daily cleaning and janitorial functions along with the requisite sanitation services in dedicated food service areas (including but not limited to production and serving areas, snack bars, refrigerators, freezers, receiving and storage and trash and garbage areas. In addition, the Vendor will maintain the dining room throughout the service hours to include wiping down tables, cleaning spills emptying trash, and keeping the dining rooms neat.

c. Deep Cleaning

The College will do the annual cleaning of all floor surfaces such as stripping and sealing and other major projects. The Vendor will ensure that all employees are trained in the highest standards of sanitation and safety and supervised in a “clean as you go” policy that will result in a clean and orderly facility at all times. The Vendor will develop, implement, and update cleaning and sanitation schedules for all equipment and areas as assigned. Cleaning must be sufficient to provide protective maintenance against unnecessary deterioration, and provide a clean, neat, and sanitary appearance. Upon review, and approval by the College, schedules will be posted and implemented within 30 days of the beginning of the contract. The Vendor will be responsible for routine cleaning of the hood exterior and interior surfaces and filters. In order to assure compliance with risk management standards, the College will retain responsibility for all maintenance functions for the hood and fire extinguisher.

When the dining service areas are closed for College holidays, these areas will be left in a clean and ready-for-inspection condition.

The Vendor will be responsible for providing, cleaning, and maintaining an adequate inventory of table linens, employee uniforms, aprons, towels, and other related dining service linens.

d. Trash Removal and Recycling

The College will provide for the removal of trash and garbage. The Vendor will cooperate with the College in minimizing disposal costs. Storage or refuse and recycling should be in appropriate clean containers and in unobtrusive areas of the facility, not in the production or dining areas.

The Vendor will comply with both present and future recycling programs as adopted by the College. The Vendor is expected to recycle or donate excess food, packaging, and other items as they comply with College policies and meet state and local sanitation and safety regulations. The College has provided bins for recyclables. It will be the Vendor’s responsibility to remove such items from its spaces to the proper receptacles at their respective loading dock locations.

e. Employee Health and Certifications

The Vendor will not allow employees to work with known illnesses (which are transmitted through the air or via the food products, equipment, or other mediums), open sores, or other symptoms. Any contagious disease such as hepatitis must be reported immediately to the College.

The Vendor will be responsible for providing food handler certificates and/or medical examinations as required by law and will make such records available for review upon College request.

f. Fires and Hazards

The Vendor will immediately report fires, unsafe conditions, thefts, and security hazards to the College. The Vendor will immediately fix and/or report any citations by local, state, or federal agencies including those identified by the College.

The College will furnish and maintain fire extinguisher equipment and supplies. The Vendor will notify the College immediately after any fire extinguisher use or discharge.

13. Good Food Purchasing Policy

CCC is dedicated to adopting the City of Chicago's Good Food Purchasing Program ordinance to ensure the procurement of local, sustainable, fair and humanely produced foods, while improving access to healthy, high quality food for all communities. We wish to partner with a vendor who will help us complete data analysis, benchmark our food spend, shift our procurement towards responsible food producers, and move the institution closer to achieving our food purchasing goals (reference Exhibit II).

A. GENERAL OPERATING PROCEDURES

1. MEETINGS

The vendor must meet with CCC on a weekly basis to discuss food service operations, adjustments, marketing and quality improvement. The vendor must meet with CCC on a monthly basis to discuss the program's financial standing.

2. MANAGEMENT AND PERSONNEL

a. Staffing

The vendor must have a site manager and adequate staff on the premises at all times to prepare food, serve customers, and perform register transactions in all cafeterias. In order to maintain a high quality of service, the Vendor will be responsible for providing expert, experienced, and qualified personnel for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment consulting both on the College and at the Vendor's corporate level.

b. Training

The Vendor will continually provide training and development programs for employees at all levels of the food service operation through regularly scheduled full-time part-time employee training meetings.

c. Compliance

The Vendor will be responsible for complying with and paying the costs of all applicable federal, state, and local laws and regulations regarding the employment, compensation, and payment of personnel. This includes unemployment insurance, worker's compensation, and other taxes, health examinations, permits, and licenses.

d. Employee Behavior

The Vendor is responsible for the on-campus behavior of all its employees. Staff will abide by all rules and regulations which govern the College's employees. Infraction of those rules and regulations may result in the College requesting that the individual no longer be employed at the Vendor's College account. (Please see the City Colleges of Chicago Human Resources website on Personnel Employees Rules

and Regulation, <http://www.ccc.edu/menu/Pages/Policies.aspx>). All employees must become a Person of Interest (POI) for City Colleges of Chicago and meet all requirements for contract status.

3. MARKETING

a. Promotions

The vendor will partner with CCC to regularly market and promote the food service program to students, faculty and staff. The vendor is also encouraged to implement ongoing promotions and activities to keep customers engaged in an exciting food program.

b. Costs

The Vendor will be responsible for all costs associated with advertising and promotional efforts through printed or other media vehicles. At a minimum, the Vendor will disseminate student, faculty, and staff information brochures, catering menus, and other communications as shall be mutually agreed upon.

c. College Approval

All advertising and promotional efforts will be coordinated through, and reviewed by, the College prior to publication and distribution, and will be limited to College media intended for students, staff, guests, and faculty of the College. The Vendor shall, at its own expense, regularly employ advertising and promotional efforts to further the visibility and image of food services.

4. NUTRITIONAL AWARENESS

a. Nutritional Awareness

The vendor will provide nutrition awareness to promote a lifelong maintenance of good health through correct eating habits and physical activity. The vendor will place nutritional analysis labels on “Grab & Go” items to indicate amounts of calories, fat (animal fat must be clearly identified), sodium, sugar, carbohydrates, etc. The vendor shall provide such analysis on other food items upon individual customer request.

5. Inventory, Office Space, Supplies, and Equipment

Summary of Responsibilities

Item/Service	Provided By	Paid By
Food Service Facilities, Major Equipment, Furnishings and Finishes	College	College
Utilities: Heating, Ventilation, Air Conditioning, Water, Sewer, Gas, and Electrical Services	College	College
Equipment Replacement and Depreciation	College	College
Exterior Building Maintenance	College	College
Equipment Maintenance and Service Contracts	College	College
Initial Inventory of Small-wares, as Jointly Approved. College will hold title	College	College
Replacements to Small-wares Inventory (title to be held by the College)	Vendor	Vendor
Office Furniture	College	College
Office Equipment (Computer, Copy Machine, etc.)	Vendor	Vendor
Major Repair of Ceilings, Light Fixtures, and Carpeting	College	College
Extermination	College	College
Trash Removal Services	College	College
Grease and Exhaust Duct Cleaning	College	College
Regular, Daily cleaning (floors, walls and all equipment, grease traps, hoods/ventilation in kitchens and serveries, dining room tables and chairs, offices, entrances)	Vendor	Vendor
Management information system Point-Of-Sale	Vendor	Vendor
Inventory and production management hardware/software All food, beverages, labor costs, operating supplies	Vendor	Vendor
Telephone line access, computer/data lines	College	College
Signage and decorations for food service facilities	Vendor	Vendor
Parking	College	College
Daily spot cleaning of dining room and floor areas	Vendor	Vendor
Periodic major cleaning of floors (stripping, waxing)	College	College
Insurance Coverage as Specified by CCC	Vendor	Vendor
Banking Services	Vendor	Vendor
Transportation (trucks, vans)	Vendor	Vendor
Credit Card and all Bank Service Fees	Vendor	Vendor
Small expendable Equipment	Vendor	Vendor

a. Inventory

The College will provide an initial inventory of equipment as well as expendable and non-expendable supplies and equipment (e.g. china, glassware, flatware, trays and kitchen utensils). The Vendor, through the life of a termination of this contract, shall maintain such minimum or par stock levels at its cost. This includes catering linens and serving pieces.

Prior to the start of the contract, the College and the Vendor will jointly inspect the inventory of such equipment and small wares. The resultant inventory shall serve as the base for the contract terms and conditions.

b. Office space and furniture

By mutual agreement, the College will provide specified existing office space at no charge to the Vendor. The Vendor will be responsible for maintenance of such space in good condition and repair. Any additional office furniture not included on the current offices will be furnished by the Vendor at its own expense.

c. Supplies and equipment

The Vendor, at its cost, and in a manner compatible with any credit/debit or College card, will provide POS systems. These systems will have the capability to accept cash, credit cards, debit cards, and Financial Aid meal plan declining balance cards. The vendor will also provide any office machines necessary for the management of the dining service operation including computers (and software), printers, facsimile machines, copy machines, calculators, and other similar items.

The Vendor will be responsible for the proper use and care for the equipment and facilities it is assigned and/or uses in the performance of its daily duties as specified by the equipment manufacturers. The Vendor will be responsible for performing first level (operator) preventive maintenance on equipment, fixtures, furnishings, and building components.

The Vendor will provide, at its own cost, any other equipment not provided by the College that the Vendor deems necessary to implement its unique concepts. The installation of permanent Vendor owned equipment will require the prior written approval of the College. The College will be responsible for repair and maintenance of all College owned equipment. The cost of these repairs will be paid by the College, except where it has been determined by the college that damages were due to the Vendor's negligence or an event under its direct control and responsibility.

On termination or expiration of the contract, the College will conduct a physical inventory of all non-expendable supplies and capital equipment. At that time, the Vendor will surrender the facilities and non-expendable supplies and equipment to the College in as good condition as at the start of the contract, excepting ordinary wear and tear and loss or damage by fire, flood, and other perils covered by extended coverage insurance. The inventory must be equal to the original inventory plus any additional (not replacement) equipment provided during the life of the contract.

6. Food and Energy Efficiency**a. Food**

The Vendor will be responsible for all costs (as a part of doing business) for required food, paper, office, and chemical supplies for the operation of the dining facilities.

b. Energy Efficiency

The Vendor will assume responsibility for maximum utility/energy conservation. The Vendor will adopt and enforce a policy of turning off or down lights, fans, water, ovens, steam equipment, and other energy consuming items when the dining service facilities are not in use or when business volume dictates a reduction in the use of utilities. Repeat offenses will be documented in writing.

7. Space Use

a. Dining Area

The College retains the right, without unreasonably interfering with normal food service, to use the dining areas for a variety of activities that may or may not be food service related. The College will notify the Vendor prior to such usage. The College will perform appropriate setup and cleanup with no cost charged to the Vendor. Facilities will be restored to conditions mutually satisfactory to the Vendor and the College at the conclusion of the non-food service use.

b. Other Areas

When the Vendor uses areas that are not assigned to it pursuant to this contract, or that are not primarily intended for dining service, e.g., meeting rooms and lounges for such purposes (cater meals, receptions, etc.), the Vendor will perform the appropriate setup and cleanup for that area. Facilities will be restored to conditions satisfactory to the College before the next scheduled use of the area. This includes maintenance and sanitation of the area, furniture rearrangement, and equipment and trash removal.

8. Security

a. Events and special usage

The College will provide security to each food service College locations occupied by the Vendor. It is agreed that the College locations assigned to the Vendor are for use solely to fulfill the Vendor's duties, and that the Vendor will, at all times, keep College's facilities secured. In the event the Vendor is required to share premises, e.g. when a cafeteria dining room is used for an educational activity or a function supported by the College, the College will return the dining room to its standard of security during those times when the Vendor's portion of the facility is closed. The Vendor will be responsible for any loss or damage resulting from the Vendor's failure to provide adequate security under these circumstances.

b. Keys

The Vendor will be responsible for accounting for the location of any keys or locking devices provided to the Vendor at the onset of the contract. The Vendor will be responsible for the cost of replacement of lost keys. If the College determines that keys lost by the Vendor or its employees could compromise College security, the Vendor will be responsible for paying all costs associated with re-keying designated locations. Prior to the commencement of the contract, or at any time during the contract term, the Vendor may request the College to re-key the facilities with the Vendor paying any costs of such re-keying.

c. Incident Reports

The Vendor will be responsible for immediately reporting to the College Security or the College designated contact person, any break-ins or unauthorized entries into the food service areas and all property losses associated therewith. The Vendor will be responsible for reporting to the College all accidents involving its staff or customers and all disputes or behavioral incidents involving staff or patrons that occur in or around the premises.

9. Taxes**a. Collecting taxes from customers**

Posted prices will not include applicable sales tax. The Vendor shall bill and collect sales taxes. If applicable, on all meals and services for which the Vendor collects revenue from customers. The Vendor shall bill and collect sales and use tax, if applicable, on purchases billed to College. Unless otherwise provided for by law, sales to College shall be deemed exempt from sales and use taxes.

b. Tax remittal

The Vendor will be responsible for remitting to the taxing authorities the appropriate amount of sales taxes it collects in accordance with applicable state and local laws and regulations. The Vendor will hold harmless and indemnify the College from and against all claims or demands arising out of Vendor's failure or refusal to collect and remit taxes applicable to its activities hereunder

c. Tax filing

College shall not be responsible for any assessment attributable to the Vendor's negligent failure to timely submit or collect any known tax, tax filing or report. The Vendor shall be responsible for its city, state or federal income taxes including any tax burdens or benefits arising from its operations hereunder. This provision shall survive termination of the agreement.

10. Financial Transactions, Auditing and Accounting**a. Control of Cash and Other Related Transactions**

The Vendor will exercise maximum security control over all cash, charge, and sales transactions using the cash registers supplied by the Vendor. The College will not be responsible for theft or loss of the Vendor's cash or property.

b. Forms of Payment

The Vendor must accept cash, credit cards, and debit cards. Meal cards must be accepted where applicable.

c. Auditing, Accounting and Record Keeping

Vendor will operate on its own credit, with no advance payments from the College.

All records must be retained by the Vendor and accessible to the College for a minimum of three (3) previous years plus the current contract year. The College reserves the right to audit any aspect of the food service contract, as performed by the Vendor. The Vendor will keep full, timely, and accurate records in accordance with generally accepted accounting practices.

The books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract will be subject to examination by the College. If necessary, they will be made available at the Vendor's College office. Thus, the Vendor will:

Provide the College and/or their Auditors reasonable facilities for the examination, copying, and audit of the books and records.

Make such returns and reports as required.

Attend and answer under oath all lawful inquiries.

Produce and exhibit such books and records as may be desired to be inspected to include original purveyor purchase invoices and billings as well as locally, regionally, or nationally executed purchase agreements with food processors, manufacturers, and distributors.

In all things cooperate with the College and/or their auditors in the performance of its duties.

The College will be informed on demand by the Vendor of the schedule of independent audits of the Vendor's records and operations. The College will receive a report of any findings that materially affect the College.

The College is on annual business cycle with a fiscal year of July 1 through June 30. At a minimum the Vendor will supply financial data according to this cycle but the College may, at its option request financial data on a monthly basis.

The Vendor will furnish the College with all requested weekly/monthly reports to verify all customer counts, cash sales, and other pertinent information so requested.

The Vendor will provide the College with a complete set of sales information no later than the 20th day following the last day of each monthly accounting period.

Monthly financial statements will be presented by point-of-sale in a format acceptable to the College. The statements by point-of-sale will show budgeted and actual sales and/or operating results for the current period, previous period and year-to-date.

Cash register tapes by day and by register will be provided to the College upon request as part of the monthly financial statements. Causes and appropriate documentation of abnormal revenue and expense deviations will be noted by the Vendor as part of these statements.

These reports will include, at a minimum, the following by site:

- A Summary of gross sales and sales tax.
- Customer counts by meal period (breakfast, morning break, lunch, afternoon break and evening)
- Average check (sales divided by customer count).
- Per capita sales (sales divided by the total number of students and staff on campus)
- Sales mix (sales breakdown by breakfast items, snacks, entrees, sandwiches, grill items, beverages, and desserts).
- Cash versus debit/credit card sales

SECTION III - SUBMITTAL REQUIREMENTS

Each Proposer submitting a proposal will be required to present evidence of experience, qualifications, financial responsibility and capacity to perform the requested services. Three (3) original signature hard copies and twelve (12) USBs are to be submitted in response to this RFP/Bid, see Page 1. All USBs shall include your entire proposal/bid response in one (1) pdf file; financial information may be submitted as an additional pdf file included on the USBs as well as hard copies.

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

A. Format of Response

All original response(s) must be submitted with pages numbered with section dividers for each item listed below. Each original signature response shall be submitted on standard 8 ½” x 11” plain white copy paper with material printed on one (1) side only. Expensive papers and special bindings (**Absolutely no spiral bindings nor machine bindings**) are discouraged since no materials will be returned to the Proposer. The USB drives must include your entire proposal response submitted in a pdf file format and each drive shall indicate Responder’s name and RFP number. **Do not re-type any forms included in this RFP/Bid documents.**

B. Contents of Response

Table of Contents shall be included in an index at the beginning of the proposal and shall include all contents and attachments.

1. Cover Letter:

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

2. Executive Summary and Executive Summary Form

An Executive Summary which shall include a brief statement of understanding the scope of services to be provided, a brief description of the firm, the services offered, the name of the Proposer and the location of the Proposer’s principal place of business and acknowledge receipt of any Addendums received. Proposers and Bidders shall also include the Executive Summary Form (Section VII).

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

4. Food Services program

A. Experience and Qualifications

- i. Provide detailed information on the company’s background, including the number of years in business, main office location and a list of services offered.
- ii. Provide detailed information on services similar in nature and as requested in Section II - Scope of Services in meeting the needs of a public sector or higher education institution.
- iii. Provide primary contact(s) for this project. Provide name, title, address if different from corporate address, telephone number and email address; and, provide the names and titles of individual(s) authorized to negotiate a contract with City Colleges of Chicago.

- iv. Provide a list of all higher education, government agency or non-profit organization accounts that your company has lost over the past five (5) years. Please include the clients' contact person's name, phone number and email address.
- v. Provide an organizational staffing chart for key personnel to perform the services as stated in the Scope of Services. Please include short bios and years of experience in providing Cafeteria, Catering, Vending, and Childcare food services.

B. Overall dining concept, menus and operations

- i. A detailed plan to address menu fatigue, tailored menu concepts per campus community, franchised and brand partnership opportunities, and how gaps will be addressed in identified food deserts.
- ii. A marketing plan detailing the detail and catering services provided at CCC, including promotions, programs and special events.
- iii. A plan to retain and recruit new customers.
- iv. A plan to participate in student engagement on a regular basis.
- v. A detailed plan to provide child care meal service.
- vi. A detailed Quality Assurance Plan.
- vii. A plan of reporting financial and analytical information to CCC on a regular basis
- viii. A list subcontractors and their responsibilities outlined in the proposal, along with their qualifications.
- ix. A transition plan detailing steps in securing control of the account from a current vendor.
- x. A performance review plan to identify areas of success and improvement
- xi. A listing of any branded product or franchise commitments resulting in a financial impact to CCC.
- xii. A description of your company's ability to assist with event management at the Malcolm X Conference Center.

C. Vending

- i. A sample listing of vending product options
- ii. A plan to address vending malfunctions and refunds
- iii. A list of proposed innovative, new and creative vending solutions

D. Pricing

- i. Sample menu pricing for dining services, catering and vending products for July 1, 2018 to June 30, 2019, and July 1, 2019 to June 30, 2020.

E. Sanitation and Safety

- i. Submit a detailed Safety, Sanitation and Security programs plans and frequency of training programs for secure work and dining environment. (Include description of your company's HACCP)
- ii. Submit a detail plan to support sustainability in College dining operations.

5. Clients and Portfolio

Proposers shall provide three (3) client examples of food services programs for higher educational institutions and/or comparable organizations as defined in this RFP. Provide scope of work, term of contract, contract value and Proposer's project manager's name and title.

6. References

Provide a minimum of three (3) references, from 3 different organizations, for services similar to those as defined in this RFP/Bid. Provide company name, contact person, mailing address, telephone and email addresses. Provide scope of work, contract value and the project manager's name. Also, complete Page One of the Reference Questionnaire (Attachment B) and submit it with

your proposal. City Colleges will email this form and reference questions to your references included in your submittal. Please inform your references that CCC will be contacting them.

7. IRS W-9 Form

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

8. Financial Statements

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

9. Legal Actions

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

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

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

City Colleges of Chicago (CCC) has adopted a Minority and Women Business Enterprise (MBE/WBE) Plan to ensure that MBEs and WBEs shall have maximum feasible opportunities to participate on City Colleges of Chicago contracts. All Proposers/Bidders must address the Plan included as Appendix 1 in the solicitation as it relates to proposed CCC expenditures.

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

Any questions regarding the M/WBE Compliance policy or any part of Appendix I should be directed to Marietta Williams-Johnson, Buyer via email at procurementservices@ccc.edu. (Please reference RFP# MWJ1801/Bid #MWJ1801A on the Subject line)

11. CCC Ethics Orientation Contractors/Vendors

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

12. Financial Proposal

City Colleges of Chicago is seeking a successful and innovative food service program and encourages the Proposer to be creative in their technical and financial proposal. We strive to have a financially independent food program but will consider and score all proposals in accordance to our scoring criteria.

Vendors will submit sales pro forma statements for each operation including cafeterias, kiosks, vending, catering, conference catering, and childcare food services. Vendors should align each year's projections with the fiscal year beginning on July 1st and concluding on June 30th. The pro forma statements should only include CCC operations. The revenues and expenses should tie to each of the revenue centers. The vendor should include back-up data that shows line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses to clearly identify how each figure was derived.

With respect to the requirements outlined in the scope of services, CCC will not pay nor reimburse any travel, hotel costs, parking, presentation reproduction costs, etc. to the selected/awarded vendor. Fees/cost are to be fully inclusive of all services. (See Section VIII)

13. Disclosure

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

14. Debarment

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

15. Economic Disclosure Statement

Proposers/Bidders must complete the attached economic disclosure statement and affidavit as referenced in Appendix III. The economic disclosure forms must be completed by the Prime contractor and all subcontractors in its entirety and notarized. Privately held firms and not-for-profit organizations must disclose the board of directors/corporate officers. All others firms must disclose the percentage of ownership. Failure to provide complete ownership information may cause your response to be deemed non-responsive. (See Appendix III – complete and include all 10 pages in proposal)

16. Insurance Requirements

Proposers/Bidders must submit a copy of their current Certificate of Insurance. Awarded vendor is required to re-submit original Certificate of Insurance evidencing compliance with the required City Colleges of Chicago insurance coverages and limits. (See Section IV – Insurance Requirements)

SECTION IV - INSURANCE REQUIREMENTS

A. Proposer/Bidders' Insurance

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

The kinds and amounts of insurance required are as follows:

1. Worker's Compensation and Occupational Disease Insurance

Workers Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, or any other applicable jurisdiction, covering all employees who are to provide a

service under this contract. Employer's liability coverage with limits of not less than \$1,000,000 each accident or illness shall be included.

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

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

3. **Automobile Liability Insurance**

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

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

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

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

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

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

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

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

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

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

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

Prior to the execution of this Agreement, Licensee shall furnish the Institution with original insurance certificates evidencing the required coverage. The above referenced coverage limits are at levels consistent with Illinois statutory requirements and are within reasonable levels to insure the District's requirements, interests and operations. The Insurance Carriers underwriting said Policies shall reflect an AM Best Rating Guide of "A-", VIII or better. All insurance certificates shall name the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as additional insured on a primary, non-contributory basis. Institution's failure to obtain certificates or others insurance evidence from Consultant shall not be deemed a waiver of this provision by the Institution. This Agreement, at Institution's sole discretion, may be terminated if Licensee fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires the Institution to receive sixty (60) days prior written notice before coverage is 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 Licensee.

B. Non-Discrimination

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

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

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

SECTION V - GENERAL INSTRUCTIONS FOR PROPOSERS/BIDDERS

A. Time for Receiving Proposals/Bids

Proposals must be received no later than 12:00 p.m. local Chicago time, on Tuesday, February 14, 2018. Proposals/Bids received prior to the due date and time will be securely kept and unopened. Proposals/bids submitted after the designated time and date will be returned unopened. Proposals and bids should be packaged in separate envelopes. **Proposals are not publicly opened and once submitted become the property of the City Colleges of Chicago. When bids are submitted they become the property of the City Colleges of Chicago. All bids shall be publicly opened and read immediately thereafter in Conference Room 1001.**

B. Preparatory Cost

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

C. Submission of Proposals/Bids

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

D. Contract Award

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

E. Withdrawal of Proposals/Bids

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

F. Addenda to this RFP/Bid

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

G. Conflicts

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

H. Indemnity

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

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

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

I. Termination

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

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

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

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. Proposer shall cure any default that is not time-sensitive with ten (10) calendar days after Proposer 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.

J. Minimum Wage

Effective December 11, 2014, City Colleges of Chicago (CCC) adopted Mayoral Executive Order 2014-1 which provides for a fair and adequate Minimum Wage to be paid to employees of CCC contractors and subcontractors performing work on CCC contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at: <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. As of December 11, 2014, the Minimum Wage to be paid is \$13.00 per hour. The Minimum Wage must be paid to:

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

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

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

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

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

K. Prevailing Wage

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

L. Contract Terms

Food Services (Cafeteria, Vending, Catering and Kiosk) will begin upon execution of a professional services agreement and the issuance of a Purchase Order, for a period of five (5) years with an option to renew for an additional two (2) three (3) year periods, subject to our Board's approval. (See Appendix IV)

Prepared Meals for the Child Development Laboratory Schools will begin upon execution of a professional services agreement and the issuance of a Purchase Order, for a one (1) year period, July 1, 2018 through June 30, 2019, with an option to renew for an additional four (4) one (1) year periods, subject to our Board's approval. (See Appendix IV)

M. Payment

The selected proposer/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. Invoice(s) should be transmitted to the Accounts Payable Department via e-mail (preferred method) to accountpayableservices@ccc.edu or in duplicate hard copy to CCC, Accounts Payable Department, 226 W. Jackson Blvd., Chicago, IL 60606. CCC offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

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

Net 45 days - CCC also utilizes Automatic Clearing House ("ACH") as a method to pay suppliers. This requires completion of a form indicating Bank routing and account number information authorizing CCC to deposit funds into your Bank account.

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

N. Communication

All inquiries regarding this RFP/bid should be directed to Marietta Williams-Johnson, Buyer, at City Colleges of Chicago, Procurement Services, 226 W. Jackson Blvd., Room 1005, Chicago, IL 60606 or via email, procurementservices@ccc.edu.

Such requests must be submitted in writing by Friday, January 19, 2018, no later than 12:00 p.m.

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

Respondents requiring additional information shall contact the Buyer. Respondents who contact any City Colleges of Chicago personnel other than the Buyer will be considered in violation of the procurement rules and may have your proposal/bid response disqualified.

O. CCC Ethics Policy

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

O. Participation by other local Government Agencies

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

SECTION VI - EVALUATION CRITERIA

An Evaluation Committee, which will include CCC representatives, will review proposals in accordance with the evaluation criteria. The Committee will submit its recommendation to the Vice Chancellor of Administrative & Procurement Services and the CFO/Vice Chancellor of Finance & Business Enterprises. The CFO will review and make a recommendation to the Chancellor and the Board of Trustees. Responses to this RFP will be evaluated according to the following criteria:

1. Qualifications and experience in providing dining services to similar organizations
2. Overall dining concepts, operations and menus
3. Menu pricing
4. Vending options and pricing
5. Sanitation and Safety
6. Financial proposal to CCC
7. M/WBE Compliance plan

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

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

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

SECTION VII - EXECUTIVE SUMMARY FORM

- A. The undersigned, hereby acknowledges having received a full set of the Request for Proposal (RFP) #MWJ1801 for Food Services (Cafeteria, Vending, Catering, Kiosks and Childcare Food Services) and Bid #MWJ1801A – Prepared Meals for Child Development Laboratory Schools of the City Colleges of Chicago.
- B. The undersigned proposes, in accordance with all terms of the contract documents of which this proposal is a part, to perform all services in accordance with the terms and conditions specified herein. The proposer also agrees that this proposal to offer services to the CCC will remain in effect for one-hundred eighty (180) days from the date on which proposals are due unless a written letter of withdrawal is submitted to the CCC Procurement Services Department prior to the award of the contract.
- C. All prices quoted herein shall remain firm for the period of this contract and shall not increase during the initial term of the contract.

Company's Name : _____

Address: _____

City, State, Zip Code: _____

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

Name of Preparer (print) Title

Signature Date

Attesting Signer's name (required for corporations) Title

Attesting Signature (required for corporations) Title

Contact Person's Name and Title

Telephone Number Fax Number

Email Address

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

SECTION VIII – FINANCIAL PROPOSAL

Having carefully examined the scope of services, requirements, and conditions affecting this Request for Proposal (RFP), Proposers shall submit sales pro forma statements for each operation including cafeterias, kiosks, vending, catering, and childcare food services. Vendors should align each year's projections with the fiscal year beginning on July 1st and concluding on June 30th. The pro forma statements should only include CCC operations. The revenues and expenses should tie to each of the revenue centers. The vendor should include back-up data that shows line-by-line explanations and/or assumptions for revenue, cost of sales, management and employee benefits, and all operating expenses to clearly identify how each figure was derived.

With respect to the requirements outlined in the scope of services, CCC will not pay nor reimburse any travel, hotel costs, parking, presentation reproduction costs, etc. to the selected/awarded vendor. Cost/fees are to be fully inclusive of all services and financial support requested, if applicable.

Company's Name _____

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

Preparer's Signature **Date**

Telephone Number **Email Address**

ATTACHMENT A**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
D/B/A CITY COLLEGES OF CHICAGO****LETTER OF INTENT TO SUBMIT A PROPOSAL and/or BID****REQUEST FOR PROPOSALS (RFP) #MWJ1801
CAFETERIA, VENDING, CATERING AND KIOSKS FOOD SERVICES
AND
SEALED BID #MWJ1801A
PURCHASED MEALS FOR CHILD DEVELOPMENT LABORATORY SCHOOLS**

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

***PLEASE EXECUTE AND SUBMIT THIS FORM VIA EMAIL, procurementservices@ccc.edu, TO THE
ATTENTION OF MARIETTA WILLIAMS-JOHNSON, BUYER, BY WEDNESDAY, FEBRUARY 7, 2018,
NO LATER THAN 12:00 P.M.***

FIRM'S NAME: _____

ADDRESS: _____

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

TELEPHONE: _____ **FAX:** _____

PRINCIPAL CONTACT: _____

TITLE: _____

SIGNATURE: _____ **DATE:** _____

DIRECT PHONE: _____ **FAX:** _____

EMAIL: _____ **WEBSITE:** _____

ATTACHMENT B**REFERENCES**

Proposers/Bidders, please provide at least three (3) references, from 3 different organizations, for whom you have provided services to as requested in this RFP/Bid and complete the City Colleges of Chicago Reference Questionnaire, page 1, for each of your references, and return the forms with your proposal. CCC will provide questions to your references. Please inform your references that CCC will be contacting them. Please make additional copies of the form as needed.



**CITY COLLEES OF CHICAGO
REFERENCE QUESTIONNAIRE**

The contractor/firm listed below has named you as a reference for work that they performed for you within the past three years and/or is currently working with your organization. CCC is currently evaluating this contractor as a potential provider of various food services districtwide. We are attempting to get information regarding the quality of the resources that the contractor provided to your organization. In addition, we would like to understand what steps the contractor took to rectify situations where a resource was not meeting the needs of your organization.

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

References: *When completed, please return all pages included in this Reference Questionnaire to Marietta Williams-Johnson, Buyer, via email to procurementservices@ccc.edu. Please contact Marietta Williams-Johnson, Buyer, at 312-553-2590 with any questions.*

To Be Completed By Proposer/Bidder

Reference Company Name: _____

Reference Contact: _____

Reference Fax: _____

Reference Phone: _____

Reference E-mail: _____

Proposer/Bidder's Name: _____

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

Contract Amount: _____

Project Completion Date: _____

(Page ____ of ____) (Proposers/Bidders leave blank)



Appendix 1

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

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

SECTION 1: INTRODUCTION

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

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

SECTION 2: POLICY STATEMENT AND TERMS

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

SECTION 3: DEFINITIONS

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

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

- l. **Subcontractor** shall mean a business that has entered into a contract with a General Contractor to provide goods or services pursuant to a contract between the General Contractor and the Board.
- m. **WBE or Women Business Enterprise** shall mean a certified business that is owned and controlled by a woman or women, that is certified as a WBE as provided in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.
- n. **Woman or Female** shall mean a person who is a citizen or lawful permanent resident of the United States who is of female gender.

SECTION 4: PARTICIPATION GOALS

4.1 Percentages of Participation

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

MBE Participation goal: 25%

WBE Participation goal: 7%

4.2 Bidder/Proposer's Commitment and Responsibility

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

SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

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

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

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

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

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

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

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

B. Schedule C: Letter of Intent

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

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

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

C. Letters of Certification & Certification Determination

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

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

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

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

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

D. Schedule C-2 & Joint Venture Agreements

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

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

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

5.2 Correct Completion of Schedules

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

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

5.3 **Deficient Compliance Plans**

Upon receipt of the Compliance Plan submitted with the bid/proposal, the Office of MBE/WBE Compliance will first determine if the bid/proposal is responsive as determined elsewhere herein.

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

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

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

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

SECTION 6: COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

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

A. Direct Participation

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

B. Indirect Participation

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

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

C. Commercially Useful Function (CUF)

A Bidder/Proposer may count toward its MBE and WBE goal only expenditures to certified firms that will perform a commercially useful function in the work of a contract. A firm is considered to perform a commercially useful function when it is responsible for a distinct element of work of a contract and carries out the responsibilities by actually performing, managing, and supervising the work involved using its own resources.

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

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

D. MBE/WBE Subletting

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

E. Counting MBE/WBE Manufacturers

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

F. Counting MBE/WBE Suppliers

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

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

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

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

H. MBE/WBE Controlled Firms

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

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

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

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

I. Counting Total Dollar Value of Eligible Joint Ventures

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

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

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

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

A. Fees or Commissions For Providing Services

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

B. Fees For Delivering Materials and Supplies

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

C. Fees or Commissions For Bonds or Insurance

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

SECTION 7: CHANGES TO MBE/WBE PARTICIPATION PLAN

7.1 Termination of Scope of Work Not Permitted

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

7.2 **Substitutions**

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

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

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

SECTION 8: WAIVERS of MBE and WBE GOALS

8.1 **Inability to Meet Participation Goals**

If a Bidder/Proposer is unable to identify certified MBE and WBE firms to perform sufficient work to fulfill the MBE or WBE percentage goals for a contract, the bid/proposal must include a Schedule D (written request for waiver).

Submission of the Schedule D is not an automatic approval of the requested waiver. The approval of the requested waiver will be based, in part by the supporting documentation demonstrating the Bidder/Proposer's inability to obtain sufficient certified MBE and WBE firms, notwithstanding good faith attempts to achieve such participation.

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

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.

- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
- f) the name, address and telephone number of the certified MBE and WBE firms contacted;
- g) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
- h) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- i) A statement of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- j) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- k) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- l) General efforts made to assist MBE and WBE firms to overcome participation barriers.

8.2 **Unacceptable Basis for Waiver Request**

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

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

8.3 Subsequent Waiver by Request of Contractor

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

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

8.4 Waiver Initiated by City Colleges of Chicago

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

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

SECTION 9: REPORTING AND RECORD-KEEPING REQUIREMENTS

9.1 Execution of Subcontract By Contractor

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

In addition, each subcontract between the Bidder/Proposers and any certified MBE or WBE firm performing work on the Contract shall include remedies for non-compliance with the commitment to MBE and WBE participation, including an agreement to pay damages to the certified MBE and WBE firms which were underutilized.

9.2 Payments to MBE and WBES

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

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

9.3 **Maintenance of Relevant Records**

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

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

10.1 **Compliance Audits**

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

10.2 **Notification regarding Non-compliance**

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

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

10.3 **Determination of non-compliance**

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

10.4 **MBE and WBE Remedies For Prime Vendor Non-Compliance**

The unexcused reduction of certified MBE or WBE participation in connection with the Contract including any modification thereof, shall entitle the affected certified MBE and WBE firms to payments pursuant to such agreement. Such provisions shall include an undertaking by the Contractor to submit any dispute concerning such damages to binding arbitration by an independent arbitrator, other than the City Colleges of Chicago, with reasonable expenses, including attorneys' fees, being

recoverable by a prevailing certified MBE or WBE. Nothing herein shall be construed to limit the rights of and remedies available to the City Colleges of Chicago.

10.5 Sanctions for Non-compliance

A. Terms and Conditions of Plan Applying To All Contracts

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

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

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

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

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

If there is a bona fide payment dispute between a Contractor and its certified M/WBE subcontractor for work performed under the Plan, the City Colleges may withhold payment of the disputed amount from the Contractor and place such funds in an interest bearing account pending resolution of the dispute, by judicial or other means.

B. Contractor's Right To Appeal Decision

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

C. Sanctions Available To The City Colleges of Chicago

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

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

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

Project Name& Number _____

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

(Company Name)

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

located at: _____
(Address, City & Zip)

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

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

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

SCHEDULE A

MBE / WBE Goal Implementation Plan

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

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

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

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

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

(Please print—Name, phone & email address)

Affidavit of Bidder/Proposer:

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

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C


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

Project Name and Number: _____

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

To: _____
(Name of Bidder/Proposer)

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

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

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

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

Price \$ _____ % of Bidder/Proposer contract _____

Terms of Payment: _____

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

Sub-Contracting Levels

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

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

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

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



SCHEDULE C

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

The undersigned hereby affirms:

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

By: _____
Print Name of MBE or WBE Firm

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

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

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

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-1

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

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

Project Name and Number: _____

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

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

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



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

Self-Performance Levels

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

Sub-Contracting Levels

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

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

The undersigned hereby affirms:

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

By: _____
Print Name of MBE or WBE Firm

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

Date

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-2

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

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

Project Name and Number: _____

A. Joint Venture Name: _____

Address: _____

Phone: _____

Contact: _____

B. MBE or WBE Joint Venture Partner: _____

MBE ☐ WBE ☐ Certifying Agency(s) _____

Address: _____

Phone: _____

Contact: _____

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

Address: _____

Phone: _____

Contact: _____

D. Ownership of Joint Venture

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

SCHEDULE C-2

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

E. Control of Joint Venture

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

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

F. Joint Venture personnel

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

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



SCHEDULE C-2

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

SCHEDULE D—WAIVER REQUEST

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

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

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

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

Project Name & Number: _____

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

Full WBE (7 %) ☐ Partial WBE (percentage to be waived) ☐ _____%

Reason for waiver:

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

Submitted by: _____

Name and Title of authorized representative

Name of Bidder/Proposer Company

For CCC use only:

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

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

User Department concurrence (for scope issues): _____

CCO initials/date: _____ Compliance Director/date _____

Instructions regarding Good Faith Efforts for supporting a waiver request:

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

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's supplier diversity policies regarding the utilization of MBE and WBE firms, plus a description of the procedures used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of available sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
- f) Names, addresses and telephone numbers of 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 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.
- 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 barriers in the marketplace.

APPENDIX II

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-1). If you are in doubt about a gift, contact your Ethics Officer and read the City Colleges of Chicago Ethics Policy on Gift Ban. The City Colleges of Chicago Ethics Policy can be found at www.ccc.edu/departments/pages/ethics.aspx.

FIDUCIARY RESPONSIBILITY

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

USE OF DISTRICT PROPERTY

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

POLITICAL ACTIVITY

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

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

VENDOR/CONTRACTOR ACKNOWLEDGEMENT

I affirm that I have received the above Ethics Orientation for 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

TITLE

Contact Information for the City Colleges of Chicago Ethics Office

Telephone: 312/553-2925

Email: ethicsoffice@ccc.edu

Web Page: www.ccc.edu/departments/pages/ethics.aspx.

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

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

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

For purposes of the EDS:

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

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

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

"Person" means a human being.

WHO MUST SUBMIT AN EDS:

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

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

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

SECTION I -- GENERAL INFORMATION

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

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. ☐ the Applicant

OR

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

OR

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

B. Business address of Disclosing Party:

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

D. Name of contact person: _____

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

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

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

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

* Note and complete B.1.b below.

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

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

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name	Title

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

Name	Title

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

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

Name	Business Address	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

SECTION III -- COMPLIANCE WITH CCC ETHICS POLICY

The CCC Ethics Policy imposes certain duties and obligations on persons or entities seeking CCC contracts, work, business, or transactions. The full text of CCC's Ethics Policy and a training program is available online at http://www.ccc.edu/files/Ethics_Policy.pdf and may also be obtained from CCC Ethics Office at 226 W. Jackson Blvd, 12th Floor, Chicago, Illinois, 60606-6998.

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 or officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

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

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

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

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

☐ Yes ☐ No

All of the Contractor's Substantial Owners who directly or indirectly owns 10% or more of the Contractor must remain in compliance with any such child support obligations (1) throughout the term of the contract and any extensions thereof; or (2) until the performance of the contract is completed, as applicable. Failure of Contractor's Substantial Owners to remain in compliance with their child support obligations in the manner set forth in either 1 or 2 constitutes an event of default.

B. CERTAIN OFFENSES INVOLVING CCC AND SISTER AGENCIES

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

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

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

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

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

C. FURTHER CERTIFICATIONS

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

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

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

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

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

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the CCC, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct.

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

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

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

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

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

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

D. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

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

1. CERTIFICATION

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

☐ is ☐ is not

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

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

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

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

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

E. CERTIFICATION REGARDING INTEREST IN CCC BUSINESS

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

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

☐ Yes ☐ No

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

E.1., proceed to E.4.

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

Does the Matter involve a CCC Property Sale? ☐ Yes ☐ No

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

Name	Business Address	Nature of Interest
------	------------------	--------------------

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

☐ Yes ☐ No

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

Name	Business Address	Amount of loan
------	------------------	----------------

--	--	--

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

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

A. The Disclosing Party understands and agrees that:

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

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

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

B. The Disclosing Party represents and warrants that:

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

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

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

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

CERTIFICATION

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

Date: _____

(Print or type name of Disclosing Party)

By: _____
(sign here)

(Print or type name of person signing)

(Print or type title of person signing)

State of _____

County of _____

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

_____ Notary Public.

Commission expires: _____

(APPENDIX IV)

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, with district offices located at 226 W. Jackson Boulevard, Chicago, Illinois 60606 ("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 _____ and _____/100 dollars (\$_____) (“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. 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 five 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: Cheryl L. Hyman
226 W. Jackson Blvd.
Chicago, IL 60602

with a copy to:

City Colleges of Chicago
Office of the General Counsel
Attn: Eugene L. Munin
226 W. Jackson Blvd., 14th Floor
Chicago, IL 60606

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. **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.
- e. **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.
- f. **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.

- g. 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.
- h. 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.
- i. 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.
- j. Amendments/Changes.** No modification or amendments to this Agreement shall be effective unless such amendment is in writing and signed by both parties hereto.
- k. 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.
- l. 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.
- m. 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.

- n. **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.
- o. **Survival.** Upon the expiration or termination of this Agreement, those provisions that would by their nature survive this Agreement will so survive.
- p. **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.
- q. **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.
- 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.

IN WITNESS WHEREOF, the Institution and Company have executed this Agreement as of the date written above.

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

VENDOR

By: _____
[President, Chancellor or Chair]

By: _____

Name: _____

Title: _____

APPROVED AS TO LEGAL FORM:

By: _____
Eugene L. Munin
General Counsel

EXHIBIT A
SCOPE OF SERVICES

DRAFT