February 26, 2018

SUBJECT: **REQUEST FOR SEALED BIDS No. DC1802R**
Purchase and Delivery of Vehicles for KKC Alternative Fuels Program
FOR CITY COLLEGES OF CHICAGO

Prospective Bidders,

Attached, please find bid specifications for the purchase and delivery of vehicles for Kennedy-King College's Alternative Fuels program. You are invited to provide bid quotations per the detailed specifications.

Kindly execute your bid quotation on the bid submittal form, returning it in accordance with Sections 00100 through 00500 of this document. Include completed and signed Appendixes, I - IV documents, in a sealed envelope which has been properly addressed with the Sealed Bid Number, Company's Name, bid due date and time; to the attention of Dominique Cheris, Buyer, in Procurement Services. Kindly submit two (2) USB drives and two (2) original signature hard copies of the sealed bid with all required information.

All sealed bids shall be deposited in the bid receptacle in the Office of Procurement Services, Room 1005, 226 West Jackson Boulevard, Chicago, IL 60606, before 11:00 a.m. Friday, March, 09, 2018. The bids shall be publicly opened and read immediately thereafter in Bid Opening Room 1001. Bids arriving late will be returned to the vendor unopened. Please RSVP your attendance for the Bid Opening to procurementservices@ccc.edu by Tuesday, March 06, 2018, prior to the bid opening. Identification is required when entering any City Colleges of Chicago facility.

An Intent to Bid Letter (see Attachment A) must be submitted to Procurement Services via email, procurementservices@ccc.edu, to the attention of Dominique Cheris, Buyer Assistant, by Tuesday, March 06, 2018, no later than 11:00 a.m.

All questions regarding clarification or verification of these specifications should be referred in writing via email, procurementservices@ccc.edu, to Dominique Cheris, Buyer Assistant – 312-553-3355. **The deadline for submitting final questions is Friday, March 02, 2018, no later than 11:00 a.m.**

Sincerely,

Sheila R. Johnson
District Director of Business and Procurement Services

REQUEST FOR SEALED BID

NO. DC1802R

PURCHASE AND DELIVERY OF VEHICLES FOR KKC ALTERNATIVE FUELS PROGRAM

FOR

CITY COLLEGES OF CHICAGO
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
226 WEST JACKSON BOULEVARD
CHICAGO, IL 60606-6998

February 26, 2018

Juan Salgado, Chancellor
Diane Minor, Vice Chancellor of Administrative & Procurement Services
Sheila Johnson, District Director of Procurement Services

NOTICE

SEALED BIDS ARE DUE
FRIDAY, MARCH 09, 2018, BY 11:00 A.M. TO ROOM 1005
AND WILL BE OPENED AND READ PROMPTLY
AT 11:00 A.M. IN CONFERENCE ROOM 1001
226 WEST JACKSON BOULEVARD
CHICAGO, IL 60606

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1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974
1.03 Examination by Bidder
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1.05 Preparation of Bid
1.06 Submission of Bid
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00500 BID SUBMITTAL FORMS
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ATTACHMENT A
Letter of Intent to Bid

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

APPENDIX II
CCC Ethics Orientation for Contractors/Vendors

APPENDIX III
IRS W-9 Form

APPENDIX IV
Economic Disclosure Statement and Affidavit Forms

00100 BIDDING REQUIREMENTS

1.01 Compliance with Laws

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

1.02 Vietnam Era Veterans' Readjustment Assistance Act of 1974

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

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

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

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

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

1.03 Examination by Bidder

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

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

1.04 Taxes

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

1.05 Preparation of Bid

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

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

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

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

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

1.06 Submission of Bid

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

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

1.07 Withdrawal of Bid

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

1.08 Competency of Bidder

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

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

1.09 Consideration of Bids

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

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

1.10 Acceptance of Bids

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

1.11 Exceptions

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

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

1.12 Interpretation of Contract Documents

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

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

1.13 Conflicts

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

1.14 Sexual Harassment Policy

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

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

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

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

1.16 Pre-Bid Meeting

No pre-bid conference is scheduled for this bid.

1.17 Basis of Award

Bids will be awarded based on the overall total bid and vehicles or by individual item whichever is in the best interest of the District.

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

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

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

The City Colleges of Chicago has adopted a Minority/Women Business Enterprise Plan ("M/WBE Plan") and the requirements are detailed in Appendix1 of this solicitation ("City Colleges of Chicago Conditions Regarding Compliance with the Minority Business Commitment and Women Business Commitment").

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

If you have any questions regarding the M/WBE Conditions please send them to Procurement Services via email, procurementservices@ccc.edu, to the attention of Dominique Cheris, Buyer Assistant.

1.19 Minimum Wage Ordinance

Effective December 11, 2014, City Colleges of Chicago (CCC) adopted Mayoral Executive Order 2014-1 which provides for a fair and adequate Minimum Wage to be paid to employees of CCC contractors and subcontractors performing work on CCC contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at: http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf

If this contract was advertised on or after December 11, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the Chief Procurement Officer. 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 employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

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

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

1.20 Prevailing Wages

This contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for

fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at http://www.state.il.us/agency/idol/rates/rates.HTM. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

END OF SECTION

00200 GENERAL CONDITIONS

2.01 Equal Employment Opportunity

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

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

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

B. That, if it hires additional employees in order to perform this Contract or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Rights) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Bidder's obligations under the Illinois Department of Human Rights.

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

E. That it will submit reports as required by the Illinois Department of Human Rights, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Department of Human Rights.

F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Department of Human Rights.

G. That it will include verbatim or by reference, the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10 (b) of the Illinois Department of Human Rights' Rules and Regulations for Public Contracts so that such

provisions will be upon every such Subcontractor; and that it will also so include the provisions of paragraphs A, E, F and G in every supply subcontract as defined in Section 2.10 (a) of the Department's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its Subcontractors; and further, it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any Subcontractor fails or refuses to comply therewith. In addition, no Contractor will utilize any Subcontractor declared by the Department to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

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

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

- For the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or

- Under which any portion of the Contractor's obligation under any one or more contracts is performed, undertaken or assumed."

2.02 Non-Discrimination

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

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

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

2.03 Insurance

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

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

2) Commercial Liability Insurance (Primary and Umbrella)
Commercial Liability Insurance or equivalent with limits of not less than $5,000,000 per

occurrence, combined single limit, for bodily injury, personal injury, and property damage liability. Products/completed operations, explosion, collapse, underground, independent contractors, broad form property damage and contractual liability coverages are to be included. City Colleges of Chicago is to be named as an additional insured without recourse or right of contribution for any liability arising from this work.

3) Automobile Liability Insurance
The Proposer shall provide Automobile Liability Insurance with limits of not less than $1,000,000 per occurrence combined single limit, for bodily injury and property damage. The City Colleges of Chicago is to be named as an additional insured.

The successful Proposer(s) shall furnish the Institution with original insurance certificates evidencing the required coverage. All insurance certificates shall name the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors, and volunteers as additional insured on a primary, non-contributory basis.

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

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

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

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

Any and all deductibles on referenced insurance coverages shall be borne by 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 right to modify, delete, alter or change these requirements.

2.04 Default

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

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

2.05 Indemnity

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

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

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

2.06 **Termination**

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

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

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

i. Any material misrepresentation, whether in the inducement or in the performance, made by the Consultant to the Institution; and

ii. A breach of a representation or warranty contained in this Agreement; and

iii. The insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or

making an assignment for the benefit of creditors; and

iv. Failure to comply with or perform any material provision of this Agreement; and

v. Failure or refusal to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services; and

vi. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Consultant or subconsultant.

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

a. Curable and Incurable Defaults. Time-sensitive defaults (e.g., failure to meet deadlines) are not curable unless the Institution, in its sole and absolute discretion, extends the deadline. Such extension, however, does not relieve Consultant of liability for any damages the Institution may suffer. Consultant shall cure any default that is not time-sensitive with ten (10) calendar days after Consultant is given notice of the default.

b. Remedies. In addition to any other remedies contained herein, the Institution may invoke any or all of the following remedies for a Default:

i. Complete the Services at Consultant's expense, either directly or through the use of contractors and subcontractors; or

ii. Receive a refund or withhold all or any portion of the Fee; or

iii. Demand specific performance, an injunction or any other appropriate equitable remedy; or

iv. Terminate this Agreement.

c. Right to Offset. All costs incurred by the Institution due to: (i) termination of this Agreement for default; or (ii) Consultant's performance of the Services; or (iii) Institution's exercise of any of the remedies available herein, may be offset by: (i) any credits due to or overpayments made by the Institution; or (ii) any payments due to Consultant for Services completed. If such amount offset is insufficient to cover those excess costs, Consultant shall be liable for and promptly remit to the Institution the balance upon written demand. This right to offset is in addition to and not a limitation on any other remedies available to the Institution.

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

Additional Provisions. The parties further agree the following provisions:

a. Cooperation with Successors. If this Agreement expires or is terminated for any reason, Consultant shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Consultant must make an orderly demobilization of its own

operations, provide the Services uninterrupted until the effective day of such termination or

expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.

2.07 CCC Ethics Policy

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

2.08 Disclosure

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

2.09 Debarment

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

2.10 Economic Disclosure Form

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

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 as non-responsive. (See Appendix III – 10 pages)

END OF SECTION

00300 SPECIAL CONDITIONS

3.01 Scope

Kennedy-King College is looking to purchase vehicles for their alternative fuels program.

3.02 Contract Award

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

3.03 Contract Period

Not applicable.

3.04 Quantities

Any quantities shown in this bid are estimated only for bid canvassing purposes. The City Colleges of Chicago reserves the right to increase or decrease quantities ordered under this contract. Nothing herein shall be construed as intent, on the part of the City Colleges of Chicago, to purchase any items other than those determined by the City Colleges of Chicago to be

necessary to meet current needs.

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

3.05 Pricing

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

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

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

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

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

3.06 Catalogs/Price Lists

For bid evaluation purposes, the bidder shall submit with its bid one (1) copy of price list/catalog for items quoted on the bid submittal form(s), vehicle material, industry-standard value of each proposed vehicle, prior accident reports, all maintenance conducted on vehicles (if any), and vehicle identification number (VIN). Failure to furnish these items may be cause for rejection of bid for being non-responsive to this requirement.

Before a contract can be awarded, the contractor must submit copies of all current manufacturer's or other accepted published price lists/catalogs for items indicated on the bid submittal form(s) for use by Procurement Services to facilitate audit of all invoices and sub-orders off the contract. The contractor will be responsible for forwarding new price lists or supplements of latest revision to all participating City Colleges of Chicago location(s) and the Procurement Services during the contract period.

All pricing shall be governed by the latest editions or supplements to current manufacturers' published price lists unless specified otherwise on the proposal page(s). The contractor shall be responsible for notifying Procurement Services, at least ninety (90) days in advance of any price changes and/or issuance of revised price lists prior to submittal of invoices with new prices.

3.07 Terms of Payment

The selected proposer will not be entitled to demand or receive payment under this Agreement until all of the stipulations, provisions and conditions set forth in the Agreement have been complied with. Invoice(s) should be transmitted to the Accounts Payable Department via e-mail (preferred method) to accountpayableservices@ccc.edu or in duplicate hard copy to City Colleges of Chicago, Accounts Payable Department, 226 W. Jackson Blvd., Chicago, IL 60606. City Colleges of Chicago offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

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

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

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

3.08 Invoices

Invoices for all vehicles stated in this bid should be sent to City Colleges of Chicago, Accounts Payables Department, 226 W. Jackson Blvd., Chicago, IL 60606. Invoices must include purchase order numbers and be itemized giving a complete description of the items provided. City Colleges of Chicago is a public institution and therefore is not subject to sales taxes.

3.09 **Contact Person**

Refer technical questions concerning clarification of these specifications to Dominique Cheris, Buyer Assistant - 312-553-3355, in writing via email, procurementservices@ccc.edu. The deadline for submitting final questions in writing via email, procurementservices@ccc.edu, is Friday, March 02, 2018, no later than 11:00 a.m.

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 any proposal response disqualified.

3.10 Change In Contract

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

3.11 Inventory/Lead time

The Contractor shall maintain an inventory of sufficient diversity and quantity as to ensure the delivery of any item listed in this Bid, which is ordered by the City Colleges of Chicago from stock within three days after receipt of City Colleges of Chicago purchase order. In lieu of the inventory, the contractor must be able to arrange such prompt delivery.

Repeated failures of the contractor to meet the above stated delivery requirements may be used by the City Colleges of Chicago as grounds for the termination of this contract and may further affect the contractor's eligibility for future contract award.

The contractor's compliance with these requirements will be determined by the City Colleges of Chicago, whose decision will be binding.

3.12 Tests

In order to determine that the proposed products conform to this specification, the City Colleges of Chicago reserves the right to test and/or inspect sample products should we have any concerns, prior to use. Other tests and measurements may also be performed, as determined by the City Colleges of Chicago. Upon request by the City Colleges of Chicago, the bidder shall submit one or more sample products for test and inspection, at no cost to the City Colleges of Chicago.

3.13 Incomplete Bids

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

3.14 Warranty

The contractor hereby warrants for a period of one (1) year from the date of final acceptance by the City Colleges of Chicago, that it will, at its own expense and without any cost to the City Colleges of Chicago, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The warranty period shall commence on the first day the unit is placed in service the City Colleges of Chicago. If a longer warranty can be furnished, at no additional cost to the City Colleges of Chicago, the longer period shall prevail.

3.15 Bid Documents

Failure of the vendor to familiarize himself/herself with all of the requirements of this Bid

Document will not relieve him/her from complying with all of the provisions thereof.

3.16 Participation by other Local Government Agencies:

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

END OF SECTION

00400 GENERAL SPECIFICATIONS

4.01 Description

Kennedy-King College is looking to purchase vehicles for their alternative fuels program. Alternates will not be accept the vehicle requested below are the expected level of quality. Specifications are as follows:

A. 2012- 2015 Chevy Volt – Electric Vehicle
B. 2010-2015 Ford Escape SUV – Hybrid Vehicle
C. 2009- 2015 Nissan Leaf – Electric Vehicle
D. 2005- 2015 Honda Civic – Hybrid Vehicle
E. 2007-2015 Dodge Ram 1500 Truck – Diesel

4.02 Delivery

All quoted prices are to be F.O.B. Destination, including packing and inside delivery to:

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

END OF SECTION

SECTION 00500 – BID SUBMITTAL FORMS

5.01 Bid Form(s) for Purchase and Delivery of Vehicles for Kennedy-King College's Alternative Fuels Program

Having carefully examined the specifications and being familiar with all conditions affecting this proposal the undersigned agrees to provide Purchase and Delivery of Vehicles for Kennedy-King College's Alternative Fuels program for the City Colleges of Chicago, as specified (Section 00400) herein and to satisfactorily meet the specifications.

We propose to provide **Purchase and Delivery of Vehicles for the Kennedy-King College Alternative Fuels Program** as outlined in Sections 00100 through 00500 of the specifications dated March 09, 2018, at the following discounted prices and to be delivered F.O.B., to include packing and inside delivery charges:

Item	Proposed Model and Year	Cost of Car	Transfer Fees	Title Fees	Warranty Fees	Total Cost
A. 2012- 2015 Chevy Volt – Electric Vehicle						$ 0.00
B. 2010-2015 Ford Escape SUV – Hybrid Vehicle						$ 0.00
C. 2009- 2015 Nissan Leaf – Electric Vehicle						$ 0.00
D. 2005- 2015 Honda Civic – Hybrid Vehicle						$ 0.00
E. 2007-2015 Dodge Ram 1500 Truck – Diesel						$ 0.00

Delivery within: _____ days OR _____ weeks after notification of award and issuance of purchase order.

Name of Bidder:_____

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

Company's Name:

_____

Comments:

5.02 BID SIGNATURE SHEET

Bidder acknowledges receipt of the following addenda:

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

The following documents must be completed and/or included with all Bids submitted:

1. Section 00500 – Bid Submittal Forms (Pages 17 and 18)

Appendix I
2. (MBE/WBE Schedule A) Direct/Indirect Participation
3. (Schedule C) Letter of Intent from Certified MBE/WBE
4. MBE/WBE Certification Letters from Certifying Agencies recognized by City Colleges of Chicago

Appendix II
5. CCC Ethics Policy "Acknowledgement" Form

Appendix III
6. IRS W-9 Form

Appendix IV
7. Economic Disclosure Statement and Affidavit (Ten (10) pages and must be notarized)

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

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

By: _____
(Authorized Signature)

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

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Telephone No. _____ Fax No. _____

Email: _____ Website: _____

NOTICE: **SEALED BIDS ARE DUE ON FRIDAY, MARCH 09, 2018, BY 11:00 A.M. TO ROOM 1005 AND WILL BE OPENED AND READ ALOUD PROMPTLY IN ROOM 1001, AT CITY COLLEGES OF CHICAGO, 226 W. JACKSON BOULEVARD., CHICAGO, IL 60606.**

NOTE: **IT IS THE RESPONSIBILITY OF THE BIDDER TO HAND DELIVER OR MAIL BIDS BEFORE THE SCHEDULED DATE AND TIME. BIDS ARRIVING LATE WILL BE RETURNED UNOPENED. WHEN RESPONDING TO THESE SPECIFICATIONS, PLEASE RETURN** TWO (2) USB DRIVES AND TWO (2) ORIGINAL SIGNATURE HARD COPIES.

ATTACHMENT A

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

LETTER OF INTENT TO BID

SEALED BID #DC1802R
PURCHASE AND DELIVERY
OF VEHICLES FOR THE KENNEDY-KING COLLEGE ALTERNATIVE FUELS PROGRAM
FOR CITY COLLEGES OF CHICAGO

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

_____

PLEASE EXECUTE AND EMAIL TO THE ATTENTION OF DOMINIQUE CHERIS, BUYER ASSISTANT, TO PROCUREMENT SERVICES AT procurementservices@ccc.edu, BY TUESDAY, MARCH 06, 2018, NO LATER THAN 11:00 A.M.

_____

COMPANY'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE #:_____ FAX #: _____

PRINCIPAL CONTACT:_____

TITLE: _____

TELEPHONE #:_____ FAX #: _____

EMAIL:_____ WEBSITE:_____

SIGNATURE: _____ DATE: _____

CITY COLLEGES of CHICAGO
Education that Works

Appendix 1

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

January 8, 2015

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

SECTION 1: INTRODUCTION

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

1.1 The purpose of the revised Terms and Conditions is to describe the current requirements of the Plan including the MBE and WBE goals that have been established for this contract and certain administrative and procedural provisions.

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

SECTION 2: POLICY STATEMENT AND TERMS

2.1 It is the policy of the Board to ensure that the City Colleges of Chicago take all possible steps consistent with applicable law to insure that Minority Business Enterprises and Women Business Enterprises are afforded a fair and representative opportunity to participate fully in this institution's contracting.

2.2 Consistent with this policy it shall be the responsibility of all contractors to exhaust all feasible means to ensure significant participation by certified MBEs and WBEs.

2.3 Failure to carry out the commitments and policies set forth in this Plan shall constitute a material breach of contract and may result in termination of the contract or such other remedy as the Board deems appropriate.

SECTION 3: DEFINITIONS

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

a. **Board of Trustees or Board** shall mean the Board of Trustees of Community College District No. 508.

b. **Certified** means any business or individual which has been certified by any of the CCC approved certifying agency to be an MBE or WBE and is on the Board's list of certified MBEs or WBEs.

c. **Chancellor** shall mean the Chancellor of City Colleges of Chicago or his/her designee.

d. **City College** shall mean the City Colleges of Chicago.

e. **Commercially Useful Function** shall mean the execution of a distinct element of work with actual performance, resources, management and supervision.

f. **Financial and Administrative Service Committee** shall mean the Financial and Administrative Service Committee of the Board of Trustees of Community College District No.508 or such other committee as the Board of Trustees may from time to time designate.

g. **General Contractor** shall mean a firm that has entered into a contract with the Board to provide goods or services.

h. **Joint Venture shall** mean an association between two or more independent businesses formed to perform a specific contract.

i. **Minority or Minority person** shall mean a person who is a citizen or lawful permanent resident of the United States, who is a member of an identified racial/ethnic population group, specifically, Black, Hispanic, Asian, or any other racial/ethnic population group that the Chancellor determines, after notice and hearing, to suffer discrimination in the Chicago area and who has participated, or has attempted to participate, in the Chicago area market.

j. **MBE or Minority Business Enterprise** shall mean a certified business that is owned and controlled by a Minority or Minorities that is certified as an MBE as defined in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.

k. **Person** shall mean a natural person, or partnership, corporation or joint venture.

l. **Subcontractor** shall mean a business that has entered into a contract with a General Contractor to provide goods or services pursuant to a contract between the General Contractor and the Board.

m. **WBE or Women Business Enterprise** shall mean a certified business that is owned and controlled by a woman or women, that is certified as a WBE as provided in Section III (Definitions, 3.1) and has participated, or has attempted to participate, in the Chicago area market.

n. **Woman or Female** shall mean a person who is a citizen or lawful permanent resident of the United States who us of female gender.

SECTION 4: PARTICIPATION GOALS

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

MBE Participation goal: 25%
WBE Participation goal: 7%

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

SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

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

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

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

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

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

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

B. **Schedule C: Letter of Intent**

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

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

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

C. **Letters of Certification & Certification Determination**

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

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

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

1) The City of Chicago;
2) Cook County;
3) The State of IL—CMS ;
4) National Minority Supplier Development Council and its regional affiliates including the Chicago Minority Supplier Development Council 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 determine if the bid/proposal is responsive. A bid/proposal may be treated as non-responsive by reason of the determination that the Bidder/Proposer's response did not contain a sufficient level of certified MBE or WBE participation or an approved waiver request.

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

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

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

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

SECTION 6: COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

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

A. **Direct Participation**

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

B. **Indirect Participation**

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

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

C. **Commercially Useful Function (CUF)**

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

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

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

D. **MBE/WBE Subletting**

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

E. **Counting MBE/WBE Manufacturers**

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

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

G. **Counting Total Dollar Value Awarded To Certified MBEs/WBEs**
The total dollar value of contract awarded to a certified MBE or WBE firm shall only be credited to one of the respective certification statuses. The Contractor employing the certified firm may choose the goal to which the contract value is applied—either MBE or WBE; not both.

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

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

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

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

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

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

1. Shares in the ownership, control, management responsibilities, risks and profits of the joint venture; and

2. Is responsible for a clearly defined portion of work to be performed in proportion to the certified MBE or WBE ownership percentage.

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

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

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

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

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

SECTION 7: CHANGES TO MBE/WBE PARTICIPATION PLAN

7.1 **Termination of Scope of Work Not Permitted**
After submitting executed MBE and/or WBE sub-agreements to the Office of M/WBE Contract Compliance, the Contractor shall thereafter neither terminate the sub-agreement, nor reduce the scope of the work to be performed by the certified MBE or WBE firm, nor decrease the price to the MBE or WBE firm, without in each instance receiving the prior written approval of the Office of M/WBE Contract Compliance.

7.2 **Substitutions**

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

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

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

SECTION 8: WAIVERS of MBE and WBE GOALS

8.1 **Inability to Meet Participation Goals**

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

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

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

a) Attendance at the Pre-bid/proposal conference.

b) The Bidder/Proposer's general affirmative action policies regarding the utilization of MBE and WBE firms, plus a description of the methods used to carry out those policies.

c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.

d) Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.

e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:

f) the name, address and telephone number of the certified MBE and WBE firms contacted;

g) a description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and

h) the reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.

i) A statement of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.

j) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.

k) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.

l) General efforts made to assist MBE and WBE firms to overcome participation barriers.

8.2 **Unacceptable Basis for Waiver Request**

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

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

8.3 **Subsequent Waiver by Request of Contractor**

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

a) Due to substantially changed circumstances the contractor is unable to meet the previously stated MBE or WBE goal(s);

b) Despite every good faith effort on the part of the contractor, it is unable to meet the previously stated MBE or WBE goal(s)

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

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

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

SECTION 9: REPORTING AND RECORD-KEEPING REQUIREMENTS

9.1 **Execution of Subcontract By Contractor**

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

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

9.2 **Payments to MBE and WBES**

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

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

9.3 **Maintenance of Relevant Records**

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

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

10.1 **Compliance Audits**

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

10.2 **Notification regarding Non-compliance**

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

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

10.3 **Determination of non-compliance**

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

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

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

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

10.5 Sanctions for Non-compliance

A. Terms and Conditions of Plan Applying To All Contracts

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

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

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

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

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

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

B. Contractor's Right To Appeal Decision

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

C. **Sanctions Available To The City Colleges of Chicago**

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

CITY COLLEGES of CHICAGO
Education that Works

SCHEDULE A

MBE / WBE Goal Implementation Plan

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

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

Project Name& Number_____

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

_____
(Company Name)

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

located at: _____
(Address, City & Zip)

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

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

Name of MBE/WBE Vendor:	Street Address:	City, State & Zip:
Contact Name:	Contact Title:	Contact Phone:
Contact Email:	MBE ☐ WBE ☐ Supplier ☐ (100% credit)	Certification Agencies:
Contract $:	Contract %:	Indirect Participation ☐ Direct Participation ☐
Description of Services:		

CITY COLLEGES of CHICAGO
Education that Works

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 ☐ WBE ☐ Supplier ☐	Certification Agencies:
Contract $:	Contract %:	Indirect Participation ☐ Direct Participation ☐
Description of Services:		

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

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

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

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

_____

(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)

CITY COLLEGES of CHICAGO
Education that Works

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 → STOP → ***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.

CITY COLLEGES of CHICAGO
Education that Works

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)

CITY COLLEGES of CHICAGO
Education that Works

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-peform 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 

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

❒ a supplier ❒ a Consultant ❒ a Sub-contractor

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)

CITY COLLEGES of CHICAGO
Education that Works

SCHEDULE C-2
Letter of Intent to Perform as an MBE or WBE Joint Venture Partner

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

Project Name and Number: _____

A. Joint Venture Name: _____

Address: _____

Phone: _____

Contact: _____

B. MBE or WBE Joint Venture Partner: _____

MBE ☐ **WBE** ☐ **Certifying Agency(s)** _____

Address: _____

Phone: _____

Contact: _____

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

Address: _____

Phone: _____

Contact: _____

D. Ownership of Joint Venture

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

E. Control of Joint Venture

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

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

F. Joint Venture personnel

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

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

CITY COLLEGES of CHICAGO
Education that Works

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_____

SCHEDULE D—WAIVER REQUEST

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:

- Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
- A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
- The reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.

f) A description of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.

g) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.

h) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.

i) General efforts made to assist MBE and WBE firms to overcome barriers in the marketplace.

ETHICS ORIENTATION
CONTRACTORS/VENDORS

12/08

CITY COLLEGES OF CHICAGO ETHICS ORIENTATION
CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

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

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

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

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

ETHICS OFFICER

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

ANNUAL ETHICS TRAINING

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

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

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

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

FIDUCIARY RESPONSIBILITY

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

USE OF DISTRICT PROPERTY

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

POLITICAL ACTIVITY

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

PENALITIES

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

CITY COLLEGES OF CHICAGO ETHICS POLICY

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

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

VENDOR/CONTRACTOR ACKNOWLEDGEMENT

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

_____	_____
FIRM NAME	**SUBMITTED BY**
	_____
	TITLE

Contact Information for the City Colleges of Chicago Ethics Office

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

IRS W-9
Form

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See **Specific Instructions** on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	**Signature of U.S. person** ▶	**Date** ▶

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Economic Disclosure Statment

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:

☐	Individual	☐	Limited liability company*
☐	Publicly registered business corporation	☐	Limited liability partnership*
☐	Privately held business corporation	☐	Joint venture*
☐	Sole proprietorship	☐	Not-for-profit corporation
☐	General partnership*		(Is the not-for-profit corporation also a 501(c)(3))?
☐	Limited partnership*	☐	Yes ☐ No
☐	Trust	☐	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 CCCs Ethics Policy and a training program is available on line 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 of officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)

[ ] 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: _____