

**REQUEST FOR PROPOSALS (RFP) # DA1901
BOOKSTORE OPERATIONS
DISTRICT WIDE**

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

All responses shall be addressed and returned to:

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

Attn: David Anthony, Associate Vice Chancellor, Administrative Services

***Proposals must be received no later than 12:00 p.m. local Chicago time, on
Tuesday, February 12, 2019***

Responses shall be submitted in sealed envelope(s) or package(s). The outside of the envelope or package must clearly indicate the name of the project, **RFP # DA1901 Bookstore Operations** for City Colleges of Chicago (CCC), the time, and the date specified for receipt. The name and address of the Proposer must also be clearly printed on the outside of envelope or package. The Proposer shall be responsible for delivery by the due date and time, whether delivered by U.S. mail or messenger. Late proposals will be returned to the sender unopened.

A pre-proposal conference is scheduled for Wednesday, January 30, 2019 at 1:00 p.m. in Room 231 at Dawson Technical Institute, 3901 S. Street, Chicago, IL 60609. The Scope of Services and the compliance procedures for the Minority and Women Business Enterprise Contract Participation Plan (MBE/WBE) will be discussed. Firms anticipating submitting a proposal are encouraged to attend in person or via teleconference. We recommend that you obtain a copy of the RFP document and bring it with you to the meeting.

All attendees, please RSVP your attendance to procurementservices@ccc.edu by Monday, January 28, 2019 no later than 12:00 p.m. Photo identification is required when entering any City College of Chicago location.

The Letter of Intent to Submit a Proposal, Attachment A, is due via email, procurementservices@ccc.edu, attention David Anthony, Associate Vice Chancellor, Administrative Services by Tuesday, February 5, 2019 no later than 12:00 p.m. If you do not intend to submit a proposal in response to this RFP, please email us a brief, detailed explanation, to procurementservices@ccc.edu, in order to continue to receive future bid/RFP notices.

Questions regarding clarification or verification of these specifications and MBE/WBE compliance procedures should be submitted in writing via email to David Anthony, Associate Vice Chancellor, Administrative Services, at procurementservices@ccc.edu. The deadline for submitting final questions is Thursday, January 30, 2019 by 10:00 a.m.

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SECTION I - GENERAL INFORMATION

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

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

SECTION II - INTENT AND SCOPE OF SERVICES

A. INTENT

City Colleges of Chicago invites the submission of proposals from firms (“Proposers”) that wish to provide online ordering, delivery fulfillment and optional spirit store operation services as it relates to books and student materials (“Products”) for CCC. The City Colleges of Chicago reserves the right to select one or more Proposers to provide the Products outlined herein; and reject any and all proposals. A firm may propose both as a joint venture and independently as a single Proposer.

CCC enrolls nearly 80,000 students each year. Many of our students qualify for financial assistance and use a portion of the funds for book purchases.

CCC has a full service online bookstore and marketplace where students purchase print or digital textbooks through an eCommerce site that is managed by a third party vendor. The purpose of the bookstore is to support the educational mission of the college by providing necessary textbooks, both new and used, support materials, supplies and related services at the lowest possible cost to students.

CCC faculty provide the vendor lists of required textbooks and supplementary materials (faculty adoption) prior to the beginning of each semester. The vendor will then provide students access to electronic books and/or textbooks, in sufficient quantities and at the appropriate times to accommodate anticipated enrollment prior to the beginning of classes and during the semester in which the class is conducted.

All colleges currently also have space on campus where students can choose to ship to campus and pick up their books and materials during normal hours of operation. It is the intent of CCC to have a space on each campus where the bookstore vendor would manage CCC’s book distribution process for students who elect to have their materials shipped to campus, it is also expected that the vendor would sell branded items (hoodies, mugs, pens, t-shirts), as well as a limited number of supplies, snacks, or other items. Any branded materials would need to be supplied through any board selected vendor (if any) and work with the CCC Marketing team to ensure branding alignment.

Proposers can respond to supply books, educational materials, and school supplies to students and CCC-direct purchases, to operate spirit stores on campus, or both. We are seeking a partner to assist us with the development of a long term strategy unique to the needs of our students, faculty, and individual college communities.

B. SCOPE OF SERVICES

1. Objective

CCC seeks to improve the performance of our online bookstore model. Critical success factors for measuring overall performance in our online bookstore operations include book pricing and book availability. However, we also seek to enhance the student experience by seeking innovative and creative ways to offer on-campus book pickup and spirit stores with branded materials and common school supplies. It is our desire to identify a multi-faceted solution to meet our needs. It is understood that a joint venture arrangement may be required, and/or that a proposer may wish to respond to only one of these services.

Our immediate need is to ensure we have books available for students at the most affordable price in a model in which delivery fulfillment is flexible and based on the destination selected by the customer. We envision exploring a future model that may incorporate utilizing spirit stores for book distribution in addition to sales of spirit wear and other supplies and merchandise.

2. Online Bookstore Student Book Purchases

For academic term Spring 2018, CCC students spent more than \$4,443,000 on over 60,000 textbooks and educational materials using the CCC online bookstore alone. This does not account for students that purchased textbooks and educational materials through another website or bookstore. Booklists vary by term, but are generally in the area of 2,000 unique ISBNs and 7,000 total adoptions. A sample of ISBNs is included in the financial proposal section.

There is potential for much higher supplies sales with greater options and improved pricing. Generally, students will look to purchase common school supplies (paper, pens, calculators, flash drives, etc.) from the website in addition to specialized instructional materials such as art supplies, medical program supplies, and photography supplies, uniforms (medical scrubs, culinary chef whites, automotive uniforms, and other required course materials).

3. Request for Products

CCC also requires instructional products (direct to CCC); to support the College's curriculum courses; to support Adult educational programs; for specialized technical courses; and online software products, library books and bibliographic services. Most spend is in support of the College's curriculum courses. The remaining is spent on education related audio, visual and online database software products throughout the Fiscal Year. CCC purchases approximately \$2,000,000 annually on instructional materials.

4. General Requirements

4.1. The contractor shall provide City Colleges of Chicago with an already existing full-service online bookstore and marketplace that can provide the following capabilities to our students and faculty:

- a. Faculty Adoption Tool that allows:

- i. Adoption by ISBN, book title, including batch ordering (including the option to select this course does NOT use a textbook)
- ii. Replicating previous orders (historical adoption with ISBN)
- iii. Ability to import CCC class list into the tool on a regular basis and the ability to display the class, class number and session information in the adoption tool
- iv. Adding course materials across multiple sections
- v. Where chosen by faculty, the ability to have custom textbook selection or to create a unique course pack (i.e., create cover, choose content, other information and submit)
- vi. Search mechanism for and access to Open Source materials, where chosen by faculty
- vii. Ability to begin an adoption and logoff without losing information
- viii. Ability to preview the adoption prior to submission, and modify prior to final approval
- ix. Insight into student pricing
- x. Pricing transparency for faculty members
- xi. Pricing stability (ie – the same price for a determined amount of time)
- xii. Provide information on ability to manage inclusive access models and subscription options
- xiii. Ability to enter course notes and upload materials
- xiv. Option to allow faculty members to enter ancillaries (i.e., supplies)
- xv. Single sign-on with CCC credential (preferably ADFS)
- xvi. Workflow with automated email notification to allow Department Chair approval after ISBN entry
- xvii. Status monitoring and issue notification
- xviii. Administrator dashboard and reporting to view adoption by faculty member, course, department and college
- xix. Faculty dashboard and reporting that allows faculty members the opportunity to view which students in the class have purchased the materials and ability to send reminders to students who have not yet purchased their materials
- xx. Email notifications and reminders to complete the adoption process
- xxi. On-line FAQs and help functionality
- b. Library Reference Copies
 - i. For each new book adopted at each college, two (2) Library reference copies are required to be provided
- c. Student Ordering
 - i. Offer selection of new, used, marketplace, digital, and rental of adopted books, as well as support materials
 - ii. CCC specific used book marketplace
 - iii. Multiple shipping tiers with associated costs
 - iv. Access to Open Source materials, where selected by faculty
 - v. Payment options (Credit card, debit card, book voucher, or financial aid)
 - vi. Order status and shipping notification, estimated delivery date ranges, and delivery tracking
- d. Book Returns and Refunds
- e. Book Buyback
 - i. At all seven (7) colleges
 - ii. During various times throughout the term
 - iii. Cash payment to students must be available (other payment options are acceptable such as store credit or exchanges)
- f. Customer Service Contact, User Technical Support, and Troubleshooting
 - i. Electronic
 - ii. Phone

4.2 The Contractor shall also provide City Colleges with the following deliverables:

- a. An analysis of CCC's current receiving processes and procedures with recommendations to help CCC ensure that students are receiving books in the most secure and efficient manner possible
- b. Monthly performance reports with data by College and for the District overall to include, but not necessarily limited to:
 - a. Adoption rates
 - b. On-time delivery rates
 - c. Fill Rates (and/or backorder rates)
 - d. Student cost savings (compared to published market rates)
 - e. Adoption and order volumes over time (e.g., identify peak ordering periods, average length of faculty adoption prior to semester start, average length of student ordering time prior to semester start)
 - f. Average response time to student/faculty inquiries
 - g. Recommendations for process improvements based on metrics
- c. Contractor shall facilitate and participate in audit reviews as requested by CCC

4.3 City Colleges of Chicago expects that the solution proposed shall meet specific performance standards. For all books adopted by faculty at least two (2) months prior to the start of each term, the following performance standards shall apply.

Metric	Expected Standard
On-Time Delivery (as defined by the shipping option selected by the orderer)	> 95%
Fill Rate	>90%
On-Line Bookstore and Faculty Adoption Tool Uptime	>99.9% (excluding scheduled downtime)

Contractors that do not meet the above standard in any given semester will be penalized by 1% of the annual commission amount for each percent that the standard is missed. Contractors that do not meet the above standard in two (2) consecutive semesters will be penalized by 2% of the annual commission amount for each percent that the standard is missed. Not meeting the above standard in three (3) consecutive semesters shall be cause for termination.

4.4 On Campus Presence - City Colleges of Chicago requests that proposers consider a “hybrid” online bookstore / on-campus model. While spirit stores may not be implemented as part of a “phase 1” solution, we do envision developing an integrated future model to optimize the student experience.

- CCC desires a spirit store at each of the seven colleges, it is assumed the vendor will collaborate with the college administration to launch a store specific to the needs of the individual college. Proposer would provide supplies and promotional/branded products and manage Spirit Store operations in exchange for a base rent/franchise fee and/or commission to CCC. Spirit Stores will be consistently branded in coordination with CCC marketing and/or any vendor contracted by CCC marketing for branded items at the time.

- Notable items that may be included in the store include: uniforms (lab coats, chef whites, medical scrubs, automotive uniforms, etc.), medical supplies, art supplies, general school supplies, calculators, flash drives, note cards, notebooks, pens, various spirit and promotional wear items (such as t-shirts, sweatshirts, etc.), and various spirit and promotional product items (such as laptop bags, portfolios, etc.)
- On campus space may also be used to store and distribute books that students elect to have shipped to campus for pickup, returns, exchanges, as well as serve as a point of contact for students, faculty, and staff who have questions regarding the bookstore operations.
- On campus point-of-sale must be PCI compliant

4.5 CCC will own all data associated with this effort, including user information and log data. Respondent may not use data in any way other than to serve CCC.

5. CCC Ordering Information

For a subset of academic programs, Purchase Orders may be generated for bulk orders placed on behalf of a CCC department as discussed in Section II B.3. For orders less than

\$10,000, the purchase orders will be generated from the College's Business offices to be sent to the selected vendor. For orders over \$10,000, the purchase orders will be generated from the City Colleges of Chicago, District Office of Procurement Services.

The vendor will need to provide CCC with a complete and comprehensive invoicing tool as a means to access all invoices, track and monitor payments, and view outstanding receivables. The tool will provide CCC with the following information:

- Invoicing and reporting by college and program/department
- Real-time reporting of all paid and outstanding invoices
- Detailed reporting of outstanding payments tied to individual invoices
- A search function that allows CCC to pull student and college invoices individually or as parent summary
- A record of all payments received from CCC and where the payments were applied

No orders should be shipped unless a purchase order is received for the requested product(s). If no purchase order number appears on the products, it will be returned at the vendor's expense.

6. **Book Rental Program**

CCC desires a Book Rental Plan Program for CCC's students that may use alternative payment options, including third party payments. Describe in detail your payment process procedures for CCC. Provider should discuss how to accommodate third party payers, including tax exempt organizations, such as Vocational Rehabilitation, CCC Foundation Scholarships, and employers. Describe in detail your process of accepting various third party payments. Provider should explain in detail the return process, lost/damaged policy, and any instructions or information provided to students on the rental process.

7. **Delivery**

Order must be delivered to the ship-to address specified on the purchase order. Two (2) packing slips must be included with each order. On campus delivery must be made inside the ship-to facility to a secure area designated by the college administration. Order must include a copy of the packing slips (labeled for each student order) inside of or attached to the shipping package. The two (2) packing slips must reference the Purchase Order Number.

CCC will not pay for any products sent in error; the company will provide a return shipping label and pay for any additional costs delivered that were not part of the original purchase order.

CCC reserves the right to cancel any part of a purchase order that is not delivered within 60 days of issuance of purchase order.

Describe in detail the shipping options and procedures for students, including information on what should happen if a student order is lost, stolen, or damaged in transit.

8. **Invoice**

Invoices must contain the following information for each Product in the order:

- Title
- Author(s)
- International Standard Book Number (ISBN) or (ISSN) International Standard Serial Number
- List price
- CCC discounted price
- Freight Cost

C **College Locations**

Richard J. Daley College
7500 South Pulaski Rd
Chicago, IL 60652

Kennedy-King College
6301 South Halsted St
Chicago, IL 60621

Malcolm X College
1900 West Jackson
Chicago, IL 60612

Olive-Harvey College
10001 South Woodlawn Ave
Chicago, IL 60628

Truman College
1145 West Wilson
Chicago, IL 60640

Harold Washington College
30 East Lake Street
Chicago, IL 60601

Wilbur Wright College
4300 N Narragansett
Chicago, IL 60643

SECTION III - SUBMITTAL REQUIREMENTS

Each Proposer submitting a proposal will be required to present evidence of experience, qualifications, financial responsibility and capacity to perform the requested services. One (1) original signature hard copy and two (2) USB drives are to be submitted in response to this RFP, see Page 1. All USBs shall include your entire proposal response in one (1) pdf file; financial information may be submitted as an additional pdf file included on the USBs.

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

A. Format of Response

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

B. Contents of Response

1. Cover Letter:

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

2. Executive Summary and Executive Summary Sheet

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

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

4. **Experience and Statements of Qualifications**

- a. Proposer must provide information on the company's background, including the number of years in publishing and/or electronic text platform business, and the number of years in the online retail business. Include main office location of the Proposer's principal place of business and a list of services provided.
- b. Evidence of experience providing textbooks, periodicals, e-books and resource material and products. Describe all previous experiences over the past three (3) years providing instructional products to colleges and universities. Submit names of three (3) clients, the service offered to past customers with annual sales over five million dollars.
- c. Parent Company. Firms that have subsidiaries companies must provide a list of all subsidiaries companies, including name and location address, telephone and fax number of ordering departments.
- d. Proposer must provide evidence of its experience to provide the volume and variety of books identified in paragraph 2 and review the sample booklist provided in Section VIII, Financial Proposal and discuss/demonstrate an ability to source the ISBNs identified.
- e. Proposer must have been in Publisher/Distributor business for a minimum of five (5) years and have experienced Account Managers and customer service representatives. Provide resumes of the dedicated number of personnel/staff, years of experience of Account Management assigned to CCC. CCC recommends at least 2 Account Mangers dedicated to serving only the CCC population.
- f. Provide detailed responses to Section II - Scope of Services.

5. **Implementation Plan**

The Proposer must provide a detailed implementation plan that describes how it will provide a solution that meets the technical requirements outlined in Section II, Paragraph 4 above. In addition to describing the capabilities of the proposed technology solution and providing screen shots where appropriate, the Implementation Plan should also address the following areas:

- a. How does your Company source books to ensure book availability for the term and minimize backorders? Discuss how you will determine min/max quantities and your reordering/restocking levels and processes.

- b. Discuss your order management process.
 - i. Describe your supply chain management inventory control standards.
 - ii. Discuss length of time after faculty adoption until item availability
 - iii. Please discuss your ability to use retail pre-packs in your distribution network.
 - iv. Please indicate the types of shipping tiers available to students and associated costs (ie. next day, 2-5 days, etc.)
 - v. Discuss the process your Company will take to follow up on books on backorder at the start of the term.
- c. Ability to provide instant (electronic) access for digital books
 - i. Describe how fulfillment of electronic materials is performed when a student purchases
 - ii. Describe how fulfillment of electronic materials is performed when purchased in bulk (ie. one person at CCC purchases 30 units of an online textbook)
- d. Can your Company prevent students from ordering access codes that have already been used?
- e. How will your company handle instances where an access code does not work?
- f. Ability to support the use of Open Source materials
- g. Process to handle custom textbook selection
- h. Timeline necessary to select books for Spring, Summer, and Fall terms
- i. Details of your order returns/student refund policies
 - i. Describe return processes, including any use of return shipping containers.
 - ii. Discuss costs to students for returns.
 - iii. Please provide a detailed copy of your Company's planned refund plan and process for CCC's students
- j. Discuss how your company would implement the policy to provide two (2) Librarian reference copies of each book, including any librarian specific trainings, information requirements, and notification system to let Librarians know which items will be sent to them each term, when to expect them, and how to request any missing items. Also include information on type of reference copy sent (loose leaf, soft cover, hard cover, new, used, etc)
- k. Discuss your ability to interface with publishers to provide complimentary access to digital course materials at the start of the term.
- l. Describe what other student educational materials shall be available on the website. Common student needs include Art supplies/kits, Photography, Medical supplies, Nursing Kits, Uniforms, and General School Supplies, among others. Please describe

your supplier management processes and pricing approach with regards these to student materials.

- m. Describe your capabilities, timeframes, and processes to manage buyback of books onsite and online
- n. Please describe your call center/customer service operations and technology (location, staffing, dedicated service lines, hours of operation, training, metrics tracked, and reporting capabilities).
 - i. Ability to track shipments, provide SMS order and delivery notifications to all customers for when an order is completed, shipped and delivered, confirm receipt, among others.
 - ii. Number of dedicated resources to provide onsite support, training and manage student and faculty concerns
 - iii. Number of dedicated call center representatives to provide assistance and support over the phone
 - iv. Resources to support peak ordering times
 - v. Anticipated average response time for customer inquiries
 - vi. Proposer should identify patterns in customer inquiries and issues and provide suggestions for remediation to CCC administration
- o. Describe the steps your company takes to secure student and financial data, including encryption standards and methods supported, such as SHA-256 and SOC compliancy.
- p. Describe backup policies.
- q. Describe how user accounts are created and maintained in your system. (ie. Created by student or instructor by registering on the website or does the Proposer expect a feed from CCC to create user accounts?) Highlight any integration requirements.
- r. Describe how product is scalable and can support a population of up to 115,000 faculty, students, and staff
- s. How many users are able to access your site at a single time?
- t. How often is the product updated? Provide a Product Roadmap for upcoming enhancements and changes to the product if applicable.
- u. Does the product support customization of text, color pallet or branding?
- v. Describe product functionality that accommodates individuals with disabilities.
- w. Provide minimum technical requirements for the product.
- x.
 - i. Is product optimized to work on a mobile or table device?
- v. Does the proposer offer a guaranteed uptime for the product?

- w. How does the Proposer ensure maintenance and upgrades to its systems do not adversely affect CCC solution?
- x. Is the product (website) available in multiple languages? If so, which ones.
- y. Describe the reporting functionality out of the system.
- z. Provide detailed timeline of all key project activities and major milestones leading up to a Spring 2020 launch of the book adoption process for the opening of a Summer 2020 online bookstore. Implementation work would begin in August or September of 2019.
- aa. Identify any resources that shall be required from CCC to execute the project
- bb. If Company is responding to the On Campus Presence Request 4.4, describe capabilities and processes to implement the hybrid online bookstore / on campus model, to include using an on campus location as a place to store and distribute books that students elect to have books shipped to campus
 - i. Please discuss how your Company would propose to handle books not picked up by students within a certain period of time.
 - ii. Provide details for the level of customer service that would be available to students, staff, and faculty at the on campus spirit store?
 - iii. Please discuss the ability for students to return/exchange books at the spirit store location.
 - iv. Provide details about the ability for students to sell back books at the spirit store location and any cost associated with that transaction.
 - v. What sort of physical location would you require? A room, space for a kiosk, etc.

Project Management Plan: In this section, you will be asked to detail your Project Management approach. This differs from the Implementation Plan questions above. However we realize that some vendors have integrated methodologies that encompass both areas. In either case, please make sure you address all areas and explain them in the context of the City Colleges of Chicago project.

1. Project Management Methodology
Please detail your project management methodology and describe where you have used it on comparable projects. Show examples of how the methodology is appropriate for management projects of this size, scope, and complexity. Please detail any tools and templates that it contains which provide you with a competitive advantage for efficient and effective management of the project.
2. Status Reporting
Please describe your status reporting process. Detail the process at the individual, team, and executive levels for both the implementation phase as well as post-implementation. This should include meetings as well as documented reporting.
3. Risk Management
Clearly define your risk management approach. Please show where this approach has proven successful on similar projects. Additionally, please describe the most common risks you

encounter on comparable projects (functional and technical) and detail a typical mitigation strategy for each one.

4. **Issues Management**
Clearly define your issues management approach. Provide a description (or example) of the tools and processes you employ to effectively identify, track, escalate, and resolve issues.
5. **Change Control**
Clearly define your approach for managing scope. Provide a description of the process for managing, investigating, tracking, and closing change requests. Additionally, detail the process for assessing impact to cost, schedule, and resources. Please provide approximate figures for number of scope changes and financial impact on comparable projects.
6. **Training and Knowledge Transfer**
The City Colleges recognizes that a detailed Training and Knowledge Transfer effort are critical to the success of this project. Your proposed approach should include at least the following:
 - Process to determine training needs
 - Method, schedule, and timeline to deliver training
 - Knowledge transfer strategy, including description of end state roles and responsibilities
 - Metrics, tools, and processes to ensure knowledge transfer has occurred
7. **Post Implementation Approach**
The City College of Chicago requests that all respondents include recommendation of Post Implementation Support in their RFP responses.
The implementation plan shall include key project team lead and members by name, title, and specific responsibilities on the project. An organizational chart for the project team and resumes for key Proposer personnel shall be included.
6. **Clients and Portfolio**
Proposers shall provide three (3) client examples of services as defined in this RFP. Provide scope of work, contract value and Proposer's project manager.
7. **References**
Proposers are required to provide at least three (3) references, one per firm, for whom you have provided services to as requested in this RFP from higher education institutions, government or non-for-profit entities.

Please include contact persons' names, mailing addresses, telephone and fax numbers and email addresses. Please complete Page One of the Reference Questionnaire (Attachment B), include a brief detail of services provided and submit form with your proposal. City Colleges will email the form and questions to the references included in your submittal. Please inform your references that they will be contacted by CCC.
7. **IRS W-9 Form**
A current IRS W-9 Form must be completed, signed and submitted with your proposal. (See Appendix IV)
8. **Financial Statements**
Proposers are required to provide copies of audited/non-audited financial statements for the three (3) previous fiscal years or audited/non-audited tax returns signed by preparer and the most recent quarterly report must be provided. Financial Statements must include auditor's letter of opinion,

auditor's notes, balance sheet and statements of income/loss. Each prime or joint venture partner must submit this information. CCC will also accept as alternative information in substitute of Financial Statements, three (3) years of Profit/Loss Income Statements and Balance Sheets. The City Colleges of Chicago reserves the right to accept alternative information and/or documentation submitted by Proposers.

9. Legal Actions

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

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

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

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

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

Any questions regarding the M/WBE Compliance policy or any part of Appendix I should be directed to David Anthony via email at procurementservices@ccc.edu. Please reference the RFP# DA1901- Bookstore Operations in the Subject area.

11. CCC Ethics Orientation Contractors/Vendors

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

12. Fee/Cost Proposal

With respect to the requirements outlined in the scope of work section of this RFP, please complete section VIII to provide a breakdown schedule of all fees and cost that will be applicable in order to perform all services listed under Section II - Scope of Services of this RFP and any other services offered under this requirement. CCC will not pay nor reimburse any travel, hotel costs, parking, presentation reproduction costs, etc. to the awarded vendor.

13. Disclosure

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

14. Debarment

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

15. Economic Disclosure Statement

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

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

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

The kinds and amounts of insurance required are as follows:

1. Worker's Compensation and Occupational Disease Insurance

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

2. Commercial Liability Insurance (Primary and Umbrella)

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

3. Automobile Liability Insurance

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

4. Fidelity, EPLI and Professional Liability (E&O)

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

5. Cyber Liability

A Cyber and Privacy Policy shall be maintained with limits of not less than \$5,000,000 to address liability for a data breach which may result in the compromise of personal data pertaining to District Trustees, Employees, Students, Administrators, Staff, Visitors and Guests. The Policy shall cover a variety of expenses associated with data breaches, including, but not limited to: notification costs, credit monitoring, costs to defend claims by state regulators, fines and penalties, and loss resulting from identity theft.

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

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

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

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

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

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

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

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

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

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

Prior to the execution of this Agreement, Licensee shall furnish the Institution with original insurance certificates evidencing the required coverage. The above referenced coverage limits are at levels consistent with Illinois statutory requirements and are within reasonable levels to insure the District's requirements, interests and operations. The Insurance Carriers underwriting said Policies shall reflect an AM Best Rating Guide of "A-", VIII or better. All insurance certificates shall name

the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, and its officers, directors, agents, students, employees, contractors and volunteers as additional insured on a primary, non-contributory basis. Institution's failure to obtain certificates or others insurance evidence from Consultant shall not be deemed a waiver of this provision by the Institution. This Agreement, at Institution's sole discretion, may be terminated if Licensee fails to comply with this provision. All insurance policies required hereunder shall include a provision which requires the Institution to receive sixty (60) days prior written notice before coverage is substantially changed, cancelled or non-renewed. Any insurance or self-insurance programs maintained by Institution shall apply in excess of and not contribute with insurance provided by Licensee.

B. Non-Discrimination

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

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

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

SECTION V - GENERAL INSTRUCTIONS

A. Time for Receiving Proposals

Proposals must be received no later than 12:00 p.m. local Chicago time, on Tuesday, February 12, 2019. Proposals received prior to the due date and time will be securely kept and unopened. Proposals submitted after the designated time and date will be returned unopened. Proposals are not publicly opened and once submitted become the property of the City Colleges of Chicago.

B. Preparatory Cost

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

C. Submission of Proposals

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

D. Contract Award

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

E. Withdrawal of Proposals

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

F. Addenda to this RFP

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

G. Conflicts

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

H. Indemnity

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

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

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

I. Termination

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

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

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

- i. Any material misrepresentation, whether in the inducement or in the performance, made by the Consultant to the Institution; and
- ii. A breach of a representation or warranty contained in this Agreement; and
- iii. The insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors; and
- iv. Failure to comply with or perform any material provision of this Agreement; and
- v. Failure or refusal to provide enough properly skilled personnel, adequate supervision, or adequate materials and equipment of the proper quality to perform the Services; and
- vi. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Consultant or subconsultant.

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

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

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

more events of default, the Consultant is in no way relieved of any of its duties and obligations under the Agreement and the Institution does not waive or relinquish any of its rights.

Additional Provisions. The parties further agree the following provisions:

- a. **Cooperation with Successors.** If this Agreement expires or is terminated for any reason, Consultant shall use its best efforts to assure an orderly transition to Institution and to the successor consultant, if any. Consultant must make an orderly demobilization of its own operations, provide the Services uninterrupted until the effective day of such termination or expiration, and otherwise comply with the reasonable requests and requirements of the Institution in connection with the termination or expiration.

J. Minimum Wage

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

If this contract was advertised on or after December 11, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the Chief Procurement Officer. As of December 11, 2014, the Minimum Wage to be paid is \$13.00 per hour. The Minimum Wage must be paid to:

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

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

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

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

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

K. Prevailing Wage

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

L. Contract Terms

Services will begin upon execution of a professional service agreement and the issuance of a Purchase Order, for a period of three (3) years with an option to renew for an additional two (2) year periods, subject to our Board's approval.

M. Payment

The selected proposer will not be entitled to demand or receive payment under this Agreement until all of the stipulations, provisions and conditions set forth in the Agreement have been complied with. Invoice(s) should be transmitted to the Accounts Payable Department via e-mail (preferred method) to accountpayableservices@ccc.edu or in duplicate hard copy to CCC, Accounts Payable Department, 3901 S. State Street, Chicago, IL 60609. CCC offers expedited payment terms to its suppliers for accepting electronic payments, as follows:

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

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

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

N. Communication

All written inquiries regarding this RFP should be directed to David Anthony, Associate Vice Chancellor Administrative Services at City Colleges of Chicago, Procurement Services, 3901 S. State Street, Room 102, Chicago, IL 60609 or via email, procurementservices@ccc.edu.

Such requests must be submitted by Wednesday, January 30, 2019, no later than 10:00 a.m.

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

Proposers requiring additional information shall contact the Buyer. Proposers 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.

O. CCC Ethics Policy

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

SECTION VI - EVALUATION CRITERIA

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

1. Instructional materials to be provided including pricing models for textbooks (new and used), pricing transparency, textbook rentals, pricing stability, digital textbooks, transparent and student friendly return policy & buyback plan
2. Proven successful customer service practices and management of store
3. Physical presence on campus
4. Financial considerations including, but not limited to, commission on sales provided to City Colleges of Chicago, scholarships provided to students, capital investments tied to remodeling ideas, etc.
5. Sales and promotions related to spirit wear, CCC branded items, school supplies, and other items that might be for sale in the spirit store
6. Involvement in the educational mission and service that will be provided to the college
7. Unique benefits provided by the vendor to City Colleges of Chicago

This RFP does not commit City Colleges of Chicago to negotiate a contract, enter into an agreement nor obligate it to pay for any costs incurred in the preparation or submission of any proposal or in anticipation of a contract or agreement. City Colleges of Chicago reserves the right to reject all proposals, and to do business with any one or more of the firms responding to this RFP.

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

SECTION VII - EXECUTIVE SUMMARY FORM

The undersigned, hereby acknowledges having received a full set of the **Request for Proposal (RFP) #DA1901 Bookstore Operations** for the City Colleges of Chicago.

Company's Name : _____

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

Name of principals/owners of Company:_____

Name of Parent Company, if any:

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

Name of Preparer (print)	Title
--------------------------	-------

Preparer's Signature _____ Date _____

Attesting Signature (required for corporations)	Title
-------------------------------------------------	-------

Business Address

City	State	Zip Code
------	-------	----------

Federal Employee Identification Number (FEIN)

Contact Person's Name and Title

Telephone Number	Fax Number
------------------	------------

Email Address

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

SECTION VIII – FEE/COST PROPOSAL

Having carefully examined the scope of services, requirements, and conditions affecting this Request for Proposal, the Proposer shall provide a Fee/Cost Proposal in which the Proposer will perform the services requested. Your proposal must identify and detail any and all other pricing structures, cost or fees (i.e. licensing, professional/consulting services, on-going maintenance, etc.)

(The book prices charged under this contract shall be determined on a cost plus fixed fee basis. Please indicate the percent fixed fee:

Please list illustrative prices for the following sampling of books/custom packages, as well as associated shipping costs. If the ISBN has been superseded by a new edition, please indicate to that effect in your proposal and provide pricing for the new ISBN.

Book Cost							Shipping Cost		
ISBN	Course Code	New	Used	Rental (Semester)	Digital (eBook)	New + Digital (eBook)	Next Day Delivery	2 Day Delivery	5-7 Day Delivery
978132390286	BIO 226								
978013476061	BIO 120								
978035770003	Varies								
978032119991	Math 118								
978125919996	Math 99								
978013394411	English 97								
978126040819	CHEM 121								
978128585816	ART 103								
966020181235	English 96								
978133773828	BUS 111								
978163057021	ENGR 131								
978013376418	CHLD DV 120								
978168004886	SPANISH 101								

Note: Please detail the cost of your services identifying all cost including one time fees, recurring fees, subscription/ license cost etc. List these costs on a separate sheet if needed.

Product Category – Student Materials	Discount Percent(%) off Publisher list Price	Markup (%) on Student Materials/Supplies	Other Costs
Educational Related Audio and Visual Product			

Art Supplies			
Medical Program			
Uniforms			
Photography Supplies			
General School Supplies			
Industry items as requested by faculty			
Other (describe other proposed catalog items)			

Proposer must include with cost proposal, all freight costs associated with the shipment of various quantities of textbooks and related educational products.

OPTIONAL: Having carefully examined the Scope of Services, Requirements and Conditions affecting this Request for Proposal, the undersigned proposes the following **commission program/financial benefit** for CCC related to online bookstore sales. CCC is open to non-traditional arrangements that the Proposer may define here.

Describe:

Spirit Store

Having carefully examined the Scope of Services, Requirements and Conditions affecting this Request for Proposal, the undersigned proposes to **operate spirit store locations** for the following proposed base rent/franchise fee and/or commissions arrangement. A full list of supplies currently available at the online bookstore can be found at <http://www.textbookx.com/features.php?category=schoolsupplies> and is not reflective of anticipated pricing expected for students in the Spirit Stores locations.

Base Rent/Franchise Fee Flat Payment Proposal (describe):

AND / OR

If you are not proposing commissions to CCC, please indicate "N/A" below.

Product Category	Commission % to CCC
Lab Coats	
Medical Supplies	
General School Supplies	

Calculators	
Flash drives	
Note cards	
Notebooks	
Pens	
Art Supplies	
Various spirit and promotional wear items: T-shirts, Sweatshirts, Polos, among other items	
Various spirit and promotional product items: laptop bags, drawstring bags, caps, hats, pens, portfolios, among other items	
Other (describe)	

Company's Name: _____

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

Preparer's Signature **Date**

Telephone Number **Email Address**

ATTACHMENT A**BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
D/B/A CITY COLLEGES OF CHICAGO (CCC)****LETTER OF INTENT TO SUBMIT A PROPOSAL****REQUEST FOR PROPOSALS (RFP) #DA1901
BOOKSTORE OPERATIONS
CITY COLLEGES OF CHICAGO**

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

***PLEASE EXECUTE AND SUBMIT THIS FORM VIA EMAIL, procurementservices@ccc.edu, TO THE
ATTENTION OF DAVID ANTHONY, ASSOCIATE VICE CHANCELLOR, ADMINISTRATIVE
SERVICES) BY TUESDAY, FEBRUARY 5, 2019, NO LATER THAN 12:00 P.M.***

FIRM'S NAME: _____

ADDRESS: _____

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

TELEPHONE: _____ **FAX:** _____

PRINCIPAL CONTACT: _____

TITLE: _____

SIGNATURE: _____ **DATE:** _____

DIRECT PHONE: _____ **FAX:** _____

EMAIL: _____ **WEBSITE:** _____

ATTACHMENT B

REFERENCES

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



**CITY COLLEES OF CHICAGO
REFERENCE QUESTIONNAIRE**

The contractor listed below has named you as a reference on a project completed within the past three years and/or is currently in progress. The work performed, as indicated by the contractor, is described below. Please revise any incorrect data, and/or include any additional relevant information.

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

Upon completion, please return this page to (Buyer), via email to procurementservices@ccc.edu. Please contact the Buyer at 312-553-2590 with any questions.

To Be Completed By Proposer

Reference Company Name: _____

Reference Contact: _____

Reference Fax: _____

Reference Phone: _____

Reference E-mail: _____

Proposer's Name: _____

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

Contract Amount: _____

Project Completion Date: _____

(Page ____ of ____)

APPENDICES

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

APPENDIX II – ETHICS ORIENTATION FOR CONTRACTORS/VENDORS

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

APPENDIX IV - IRS W-9 INSTRUCTIONS AND FORM



Appendix 1

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

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

SECTION 1: INTRODUCTION

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

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

SECTION 2: POLICY STATEMENT AND TERMS

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

SECTION 3: DEFINITIONS

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

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

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

SECTION 4: PARTICIPATION GOALS

4.1 Percentages of Participation

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

MBE Participation goal: 25%

WBE Participation goal: 7%

4.2 Bidder/Proposer's Commitment and Responsibility

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

SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

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

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

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

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

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

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

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

B. Schedule C: Letter of Intent

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

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

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

C. Letters of Certification & Certification Determination

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

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

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

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

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

D. Schedule C-2 & Joint Venture Agreements

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

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

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

5.2 Correct Completion of Schedules

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

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

5.3 **Deficient Compliance Plans**

Upon receipt of the Compliance Plan submitted with the bid/proposal, the Office of MBE/WBE Compliance will 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.

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

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

Project Name& Number _____

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

(Company Name)

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

located at: _____
(Address, City & Zip)

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

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

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

SCHEDULE A

MBE / WBE Goal Implementation Plan

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

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

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

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

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

(Please print—Name, phone & email address)

Affidavit of Bidder/Proposer:

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

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C


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

Project Name and Number: _____

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

To: _____
(Name of Bidder/Proposer)

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

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

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

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

Price \$ _____ % of Bidder/Proposer contract _____

Terms of Payment: _____

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

Sub-Contracting Levels

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

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

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

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



SCHEDULE C

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

The undersigned hereby affirms:

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

By: _____
Print Name of MBE or WBE Firm

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

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

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

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-1

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

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

Project Name and Number: _____

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

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

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



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

Self-Performance Levels

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

Sub-Contracting Levels

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

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

The undersigned hereby affirms:

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

By: _____
Print Name of MBE or WBE Firm

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

Date

On this _____ day of _____, 20____, the

(Title of Affiant)

(Name of Company)

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

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE C-2

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

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

Project Name and Number: _____

A. Joint Venture Name: _____

Address: _____

Phone: _____

Contact: _____

B. MBE or WBE Joint Venture Partner: _____

MBE ☐ WBE ☐ Certifying Agency(s) _____

Address: _____

Phone: _____

Contact: _____

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

Address: _____

Phone: _____

Contact: _____

D. Ownership of Joint Venture

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

SCHEDULE C-2

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

E. Control of Joint Venture

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

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

F. Joint Venture personnel

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

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



SCHEDULE C-2

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

The undersigned hereby affirms:

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

By: _____
Print Name of MBE or WBE Joint-Venture Partner

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

By: _____
Print Name of non-MBE/WBE Joint Venture Partner

Printed Name & Signature of non-MBE/WBE Joint Venture Partner's Authorized Representative

Date

On this _____ day of _____, 20____, the

(Title of Affiant) (Name of Company)

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

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

(Signature of Notary Public)

My Commission Expires: _____

(Seal)

SCHEDULE D—WAIVER REQUEST

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

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

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

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

Project Name & Number: _____

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

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

Reason for waiver:

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

Submitted by: _____

Name and Title of authorized representative

Name of Bidder/Proposer Company

For CCC use only:

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

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

User Department concurrence (for scope issues): _____

CCO initials/date: _____ Compliance Director/date _____

Instructions regarding Good Faith Efforts for supporting a waiver request:

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

- a) Attendance at the Pre-bid/proposal conference.
- b) The Bidder/Proposer's supplier diversity policies regarding the utilization of MBE and WBE firms, plus a description of the procedures used to carry out those policies.
- c) Advertisement in trade association newsletters and minority-oriented and general circulation media for specific sub-bids/proposals.
- d) Timely notification of available sub-bids/proposals to minority and women assistance agencies and associations.
- e) Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:
 - o Names, addresses and telephone numbers of certified MBE and WBE firms contacted;
 - o A description of the information provided to certified MBE and WBE firms regarding the portions of the work to be performed; and
 - o The reasons why additional certified MBE and WBE firms were not obtained in spite of negotiations.
- f) A description of the efforts made to select portions of the work proposed to be performed by certified MBE and WBE firms (such as sub-supplier, transport, engineering, distribution, or any other roles contributing to production and delivery as specified in the Contract) in order to increase the likelihood of achieving such participation.
- g) A detailed statement of the reasons for the Bidder/Proposer's conclusion that each certified MBE and WBE contacted, were not qualified.
- h) Efforts made by the Bidder/Proposer to expand its search for certified MBE and/or WBE firms beyond usual geographic boundaries.
- i) General efforts made to assist MBE and WBE firms to overcome barriers in the marketplace.

ETHICS ORIENTATION CONTRACTORS/VENDORS

CITY COLLEGES OF CHICAGO ETHICS ORIENTATION CONTRACTORS/VENDORS

INTRODUCTION/GENERAL PRINCIPLES

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

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

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

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

ETHICS OFFICER

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

ANNUAL ETHICS TRAINING

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

EXCERPTS FROM CCC ETHICS POLICY

GIFT BAN

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

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

FIDUCIARY RESPONSIBILITY

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

USE OF DISTRICT PROPERTY

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

POLITICAL ACTIVITY

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

PENALTIES

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

CITY COLLEGES OF CHICAGO ETHICS POLICY

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

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

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: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ▶
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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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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
- 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:

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

* Note and complete B.1.b below.

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

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

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

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

Name	Title

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

Name	Title

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

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

Name	Business Address	Percentage Interest in the Disclosing Party

(Add sheets if necessary)

SECTION III -- COMPLIANCE WITH CCC ETHICS POLICY

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

By signing this EDS, the Disclosing Party certifies that it and its officers, agents and employees have not by action or omission, breached the CCC Ethics Policy or induced, caused to result in or caused a breach of CCC Ethics Policy by a CCC officer, contractor, agent or employee and will not do so.

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

On the next page, the Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, or consultant whom the Disclosing Party has retained or expects to retain in connection with the Matter and any other person who will be paid a fee for communicating with CCC employees or officials when such communications are intended to influence the issuance of a contract or lease, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees other than Lobbyists who are paid solely through the Disclosing Party's regular payroll. **"Lobbyist"** means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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

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

☐ 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
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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
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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: _____

EXHIBIT A

Technical Interrogatories

Please respond to the groups and questions below by indicating Y-Yes or N-No (for each bullet point) and providing appropriate details in the table. The table needs to be completed in the format provided. You can expand the space for details and additionally reference attachments if you need more space.

Please note that CCC is only interested in SAAS (Software-as-a-Service/Cloud-based) solutions. If there is a question that does not pertain to your proposed solution, please just indicate NA (not applicable) within the Y/N column. While some of the questions below may be asked in other parts of the RFP, please be sure to fully answer any questions below.

ID #	Category	Sub-Category	SAAS (Software as a Service)	Y/N	Please provide details as appropriate
1	Application	Reporting	<ul style="list-style-type: none">List and describe all reports included in the base application.Please differentiate between transactional versus analytical reportsHow do you manage reporting access?		
2	Application	Reporting Tools	<ul style="list-style-type: none">Do you provide an ad-hoc reporting tool? Is access to this tool limited by user groups or other method?Do you provide real-time reporting?Is a separate reporting environment available for high-volume analytics? Is this required?What online and offline file formats are supported (pdf, MS-Word/Excel, XML, etc...)		
3	Application	Data Extract/Import	<ul style="list-style-type: none">Do you provide a tool to extract or import information from/to your system?If so, what formats are supported (pdf, MS-Word/Excel, XML, etc...)Are there any system constraints or limits to the amount of information that can be imported/extracted?Is there information that cannot be imported/extracted?		
4	Application	Access to Data Model	<ul style="list-style-type: none">Do you provide a data model (diagram) and/or data dictionary for your application?What options are available for CCC to access your system data? Do you allow backend database or system updates or is it view-only?Do you provide delivered APIs to access information? Please describe their functionality.Do you provide tools to allow CCC to “mass update” high volume information as appropriate?		
5	Application	Integration/Interface	<ul style="list-style-type: none">List integration and/or interfaces delivered with the standard system.What information do you need CCC to provide to your application (required versus optional)? How frequently? What formats are acceptable?Describe any delivered integrations available with 3rd parties (e.g., PeopleSoft)?What forms of secure transmission do you support: sftp? ssl? ftp with pgp? Other?What integration options are available (real-time services, batch, near real-time, etc...)?Do you utilize the following technologies: SOAP, REST, SAML		
6	Application	Configuration/Customization/Branding	<ul style="list-style-type: none">For an average client, what is the percentage of customizations versus configuration?Give an example of a common customization or a situation where a customization is required (i.e., something that cannot be configured as delivered)Provide two examples of “complex” customizations.To what extent can CCC “brand” the application (differentiate between customization and configuration)?What skill sets are required to configure the application (how much training is required and what training/support materials are delivered)?Who performs the customizations (CCC and/or Vendor)? If CCC is allowed to customize, what is allowable to avoid violating the licensing agreement/warranty?What programming expertise is required to customize the application?Describe all the areas that can be “configured” (e.g., setup, transaction processes, security, workflow, online validations, etc...)		
7	Application	Workflow/Approvals/Proxy	<ul style="list-style-type: none">Does your application allow configurable workflow?Does your application allow workflow approvals (multi-levels)?How does your application handle workflow proxy?How does your application handle escalations?		
8	Application	Transaction Audits	<ul style="list-style-type: none">What types of transaction audits are available with the standard system? What information is not audited?Do the delivered transaction audits affect system performance?Is the audit data readily available for access? To whom?At what point do you purge the audit information?		
9	Application	Data Integrity/Validations	<ul style="list-style-type: none">Explain in detail how the application maintains data quality and integrity (address online, batch, etc...)For situations where there is not an “edit” to maintain data quality/integrity, what other safeguards are available as delivered (e.g., reports, periodic batch validation programs, etc...)		

10	Application	Operations/Scheduling	<ul style="list-style-type: none"> How are interfaces, reports, and other batch processes scheduled and the results distributed? Differentiate between CCC and Vendor responsibilities and access. 		
11	Application	Communications (Email)	<ul style="list-style-type: none"> Do you have email capabilities (single user, mass email)? Please elaborate 		
12	Network	LAN/WAN	<ul style="list-style-type: none"> Provide connectivity requirements for the hosted solution if the Internet is not the recommended solution. Provide network bandwidth requirements for the various functions within this application Does this application work with caching servers? Is there a specific configuration needed? Is a dedicated circuit required? If yes, is the connection encrypted, provide detail? 		
13	Network	Firewall Rules	<ul style="list-style-type: none"> Describe the ports needed to communicate with this application. 		
14	Network	Redundancy/Failover/Load Balancing	<ul style="list-style-type: none"> Explain what safeguards are in place to minimize the risks of failure (address appropriate tiers) Explain your load balancing capabilities (address appropriate tiers) 		
15	Network	Data Flow	<ul style="list-style-type: none"> Provide a diagram of data flows through the various tiers and systems in the environment. Include ports and protocols of those data flows. 		
16	Servers	Hardware Requirements	<ul style="list-style-type: none"> Provide high-level documentation of your hardware architecture – Address the following categories: Servers, Memory, CPU, Virtualization, Operating System, Storage, etc…) 		
17	Servers	VPN	<ul style="list-style-type: none"> Does your application encrypt the session between the server and the end user? 		
18	Storage/Environments	Environments Required (Dev, QA, Prod, Training, Production Mirror, etc…)	<ul style="list-style-type: none"> What environments are standard? Describe each environment Discuss how the environments are maintained (i.e., upgraded, cloned, refreshed, etc…) Explain the process to migrate data between various environments (e.g., setup data from Dev to QA). Do you provide delivered scripts and/or processes? Can CCC request additional environments as needed for the build-out as well as future needs (e.g., Development, Testing, Production, Training, etc…)? What database platform do you utilize? How do you determine the initial database size? How do you adjust for actual and planned growth? How much space is included in the standard offering for each environment? What is the incremental cost for additional environments and/or space requirements? 		
19	Storage/Database	Data Purge, Retention, Backup, Restore, and Recovery	<ul style="list-style-type: none"> Discuss your data archive, purge, and retention strategy as it relates to various tiers. Discuss your backup, restore, and recovery strategy as it relates to various tiers. What is provided as part of your standard offering? Will our business be subject to mandatory purging and/or archival? Complete Appendix A and B 		
20	Remote Hosting	Disaster/Recovery, Business Continuity	<ul style="list-style-type: none"> Discuss your Disaster/Recovery (DR) capabilities and architecture. Do you have a business continuity template or initial plan? How often do you test Disaster Recovery with each client? What is the maximum data loss in the event of catastrophic system failure? How long will the system be down (i.e., timing for switching over to secondary system/application and bringing it online)? What are your SLA’s related to DR? 		
21	Remote Hosting	Data Center Capabilities	<ul style="list-style-type: none"> Where is the data center located? If there are multiple, please specify primary, alternate(s) Is the data center owned or leased? If leased, please provide details around agreement with 3rd party (including major terms and expiration dates). Who manages and maintains the data center? Is the data center secure? How do you maintain security? Please detail and address following areas at a minimum: <ul style="list-style-type: none"> Network Security Server Security Application Security Physical Security Database Security Data/Information Security (Personal Identifying Information - PII) Operating System Security Shared versus Dedicated Environments 		
22	Remote Hosting	System/Application Availability	<ul style="list-style-type: none"> Describe what system availability guarantees you offer and the costs associated How do you backup your guarantee? What are the consequences of not meeting the guarantee? Define how the guarantee applies to all hosted applications, systems, and/or tiers Do you currently offer High Availability (HA)? If so, please provide separately the options and costs-related If no, do you have any plans to offer HA within the next two years? If yes, please provide as much details as possible. 		
23	Remote Hosting	Audit and Compliance	<ul style="list-style-type: none"> Please describe in detail what type of auditing (SAS 70, SSAE 16, SOC 1, 2, or 3, etc…) you adhere to. Please provide the dates and types of your most recent audits (if more than one type) and who they were conducted by. Detail any major deficiencies that were identified and how they were remedied. Please describe your audit schedule and when your next audits will be conducted? When was the most recent 3rd party audit performed and can you provide the results to CCC? 		
24	Remote Hosting	Maintenance	<ul style="list-style-type: none"> Provide a schedule of your data center maintenance schedule for the upcoming calendar year and include planned system downtime/durations 		

			<ul style="list-style-type: none"> Discuss unplanned maintenance: <ul style="list-style-type: none"> Process Communication to CCC Alerts RCA – Root Cause Analysis 		
25	Remote Hosting	Monitoring	<ul style="list-style-type: none"> What monitoring tools do you offer? Which tiers/areas are monitored? <ul style="list-style-type: none"> Hardware System Availability System Connectivity Availability Communication Protocol Delivery Network Reliability and Performance Operating System Availability Database Access Availability OLTP Performance Batch Processing Performance Other Please describe the alert process and timing What is the demarcation point (vendor/CCC)? Does your monitoring extend to CCC? Are there additional costs for the end-to-end monitoring? What access will you provide to CCC (dashboard, reports, etc…) and what is the frequency of updates? Discuss what tools and/or applications do you utilize to ensure maximum system availability? How do you proactively identify potential issues? 		
26	Remote Hosting	Infrastructure Architecture	<ul style="list-style-type: none"> Describe the physical hardware environment and architecture, including servers, storage and software you will utilize and/or provide as part of the agreement. Please diagram initial state, as well as what it might look like based on the 5 year growth projections. Please clearly differentiate which resources/tiers are dedicated for CCC versus what will be shared with other organizations Do you utilize virtualization? Please explain. What capital upgrades are you undertaking or plan to make within the next two years? How will this impact the agreement and costs? How do you maintain a current system (latest patches, releases, hardware/software, etc…) – Please discuss CCC versus Vendor roles, responsibilities, and costs. 		
27	Security	Various tiers - Access, Roles	<ul style="list-style-type: none"> Explain how you provision users and restrict access for various tiers by roles and responsibility (authorization)? Do you have the capability to import user access roles from other systems? 		
28	Security	LDAP/AD, Single Sign-on (SSO)	<ul style="list-style-type: none"> Discuss your system’s ability to utilize LDAP or AD to authenticate and/or authorize? Is this delivered or does it have to be built? Discuss examples of single sign-on (SSO) capabilities to provide seamless user access as they transition between multiple systems and/or applications 		
29	Security	Database security	<ul style="list-style-type: none"> Explain how highly confidential data is maintained and encrypted during storage 		
30	Security	Data Center/Physical Security	<ul style="list-style-type: none"> Provide an overview of your data center and its operations and controls Discuss physical security to limit unauthorized access to that data center 		
31	Security	Intrusion Detection/Virus	<ul style="list-style-type: none"> What safeguards are in place to prevent malicious 3rd party attacks and intrusion? Do you have automated logging for all application activity? How do ensure that your system is current to prevent all malware? How does your application prevent threats such as SQL injection? 		
32	Security	General	<ul style="list-style-type: none"> What security logs does the host provider maintain and which tiers? Upon request, vendor needs to provide CCC access to security logs What security standards and methods are utilized (SSL/VPN Tunnel, Antivirus, Encryption, etc…) The vendor shall provide applicable Service Organization Reports (SOC II type 1 and 2) or complete the CCC Audit Checklist if it does not perform SOC testing 		
33	Data Security/Risk	Open Data Source	<ul style="list-style-type: none"> Do you use open data sources in our application? How do you insure security? How do you insure stability (i.e., adjust for 3rd party changes) How do you use open data sources? 		
34	Implementation	SDLC – Methodology	<ul style="list-style-type: none"> Discuss your implementation methodology – What are the phases, tasks, responsibilities, and deliverables Discuss your post-implementation activities and support as part of the standard offering 		
35	Implementation	Preliminary Project Plan	<ul style="list-style-type: none"> Provide a preliminary project plan for CCC taking into consideration our requirements (with assumptions). Include major milestones and key deliverables 		
36	Implementation	Project Charter and other deliverables	<ul style="list-style-type: none"> As appropriate, provide a sample charter and some representative project deliverables 		
37	Implementation	Vendor Tasks/Responsibilities	<ul style="list-style-type: none"> What are high-level tasks required of CCC and the vendor? 		
38	Implementation	Change Management, Training, Communications	<ul style="list-style-type: none"> Is change management included in your standard offering? Discuss your change management strategy, responsibilities, dependencies, and tasks 		

			<ul style="list-style-type: none">Is communication included in your standard offering? Discuss your communication strategy, responsibilities, dependencies, and tasksIs training included in your standard offering? Discuss your training strategy, responsibilities, dependencies, and tasksWhat post-implementation training do you provide and to what audience? How often are the classes? Where are they located? What training options are available? Who conducts the training?		
39	Ongoing Maintenance	Project/Application Documentation	<ul style="list-style-type: none">What documentation do you provide for the project implementation and ongoing use?		
40	Ongoing Maintenance	Upgrades, Releases, Patches	<ul style="list-style-type: none">What is the most current release? When was it first available? When is the next release scheduled? What is currently included in the next release?What major functionality or bug/fixes are you currently planning to implement in the future?Describe the process for customers to provide input into your future releasesDiscuss your patch, upgrade, and release strategy and address the following: Frequency, Time to Apply, Roles and Responsibilities, Dependencies, Testing, Contingency/Rollback, etc...Describe your process for providing release notes (timing, formats, content)?Discuss how a change (configuration or customization) moves from request, development, testing, and production.Describe your change control and version control process.Describe what is included in your maintenance agreement as it relates to application/system bug/fixes.		
41	Ongoing Maintenance	Support/Call Center - Response, Resolution, Escalations, Hand-off (CCC and Vendor) - SLAs	<ul style="list-style-type: none">Provide a sample Service Level Agreement document specifying response and resolution times for Production/Non-Production (based on various severities/priorities/tiered support)Complete Appendix CHow do you adjust your employee resources for peak times?Describe your help desk support activities and process. How would you coordinate with CCC’S centralized Service Desk?Are there penalties if SLAs are not met, describe?Describe the support team (work location, offshore/offsite, working hours, etc...)		
42	Ongoing Maintenance	Warranties	<ul style="list-style-type: none">What do you warranty as part of your standard offering?		
43	Ongoing Maintenance	Availability: System, Application, Network, Servers, etc...	<ul style="list-style-type: none">Discuss your guaranteed application and system availability (percentage)Discuss your planned outages (address all tiers)How flexible is your maintenance windows and can it be integrated and/or coordinated with CCC?		
44	Other	Web 3.0 capabilities	<ul style="list-style-type: none">List and describe your Web 3.0 capabilities? Provide examples.		
45	Other	Scalability - Various Tiers	<ul style="list-style-type: none">Describe how your architecture (system resources) supports peak times and considers various concurrent activities (online, batch, services, reporting, etc...)Provide your performance SLA’s and describe the process, impact, and timing to scale (planned and unplanned)		
46	Other	Smart/Mobile Device Capabilities	<ul style="list-style-type: none">Does your application support smart and/or mobile devices? Can you provide examples?		
47	Other	Stress/Performance assurances/peak times	<ul style="list-style-type: none">Discuss your strategies for performance/stress testing to ensure maximum system efficiency during normal and peak timesHow do you ensure adequate network bandwidth?		
48	Other	Additional software licenses	<ul style="list-style-type: none">Is there specific 3rd party software required for your application?		
49	Other	Client hardware/software/version requirements	<ul style="list-style-type: none">Detail specific client workstation and/or software versions and requirements (e.g., web browsers, desktop memory, display resolution, etc...)		
50	Government Regulations	HIPPA, SOX, FERPA, GDPR, Security, Data Retention	<ul style="list-style-type: none">With which government requirements/mandates do you comply (HIPPA, ADA Section 508, FERPA, GDPR, etc...)?Clearly delineate between Vendor and CCC responsibility as it relates to compliance with government law, regulations, contracts, etc...		
51	Legal	Electronic Signatures	<ul style="list-style-type: none">Discuss if and/or how your application utilizes and facilitates electronic signatures. Provide an example.		
52	Value-added		<ul style="list-style-type: none">Provide a listing of all Vendor value-added offerings. Example of offerings:<ul style="list-style-type: none">Account ManagementAdvisory ServicesDatabase and Server administration, Tuning, Monitoring, Capacity Planning, or PerformanceThird Party Integration SupportProgramming and Customization ServicesExtra environmentsExtra storageLicensesAdditional ToolsTrainingOther		
53	Legal	Exit agreements (tasks/responsibilities)/ Data agreements	<p>Contractual:</p> <ul style="list-style-type: none">Please describe in detail the policies and procedures for termination of services, including any fees, charges or penalties.Please discussion ownership of data and transfer of data back to CCC in the event of terminationPlease provide a high-level plan that details tasks, responsibilities, and time/duration guaranteesWhat is your policy on maintaining, securing, and distribution (internal/external) of CCC dataIn addition, describe your policies and procedures for the disposition of CCC data on devices not returned to CCC.		
54	Legal	Data sharing/Ownership agreements	<ul style="list-style-type: none">		
55	Costs	Itemize (Variable/Fixed)	<ul style="list-style-type: none">Please complete the cost matrix (Appendix TBD):		

			<ul style="list-style-type: none">○ Build Out/Migration○ Implementation○ Setup, Circuit, etc...○ One-Time Costs○ Ongoing Fixed Monthly○ Ongoing Variable (Monthly/Per Unit)○ Optional (new accounts, services, licenses, storage, etc...)○ Growth/Increases (storage, metrics - # students, employees, budget, etc...)○ Exit/Termination costs (included, not included)○ Ability to reduce costs○ Purge/Archive○ Other		
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Additional Requirements

General Qualification Requirements

- TBD

General Technical Requirements

- SSO with ADFS or SAML 2
- Ability to extract information (ideally automatically) for integration to internal CCC systems such as the business intelligence data warehouse
- Integration capabilities (PeopleSoft Financials system, PeopleSoft Campus Solutions, etc...)
- 99.8% Availability
- Disaster Recovery
- Concurrent Users/Peak Times

Backup Requirements

- Daily – All tiers, Incremental, Prod and Non-Prod
- Weekly – All tiers, Full Backup, Prod and Non-Prod
- Keep online/onsite 4 weekly backups, Prod only
- Keep online/onsite 3 months, Prod only
- Special Backups (online/onsite) – Assume 10 per year

Retention Requirements

- 7 days (online, onsite), Non-Prod only
- 30 days (online, onsite), Prod only
- 3 monthly backups (online, onsite), Prod only
- 12 monthly backups (offsite), Prod only
- 7 annual backups (offsite), Prod only
- Special Backups (online/onsite) – Duration specified for 10 (not to exceed 7 years), Prod and/or Non-Prod as-needed

Other Data Requirements

- TBD

Restore/Refresh Requirements

- Point-in-time recovery rolling 7 days – 1 day start recovery (Non-Prod only)
- Point-in-time recovery rolling 30 days – 1 hour start recovery (Prod only)
- 3 months – 1 hour start recovery (Prod only)
- 12 monthly backups – 48 hours start recovery (Prod only)
- 7 annual backups – 48 hours start recovery (Prod only)

Disaster/Recovery Requirements

- Requires separate geographical physical datacenter
- Replication 15 minutes
- Recovery/Online within two hours

Call Center Support

- Monitored/Available 24/7
- Urgent requests response time 15 minutes (Production)
- Ticketing system accessible to CCC
- SLA measured and reported (planned/actual/variances)

Integration Requirements

- Integration Broker
- Sftp, ftp, pgp, encryption, VPN Tunnels
- SSO – SAML 2, ADFS

- Integration with Third-Party Vendors and/or SAAS applications

Reporting Requirements

- Weekly status meeting
 - Level-1 Tickets (CCC requests, resolutions, statuses, metrics)
- Monthly KPI reports
 - System Availability
 - System Performance
 - RCA – Root Cause Analysis if required
 - Major Security Breaches
- Dashboard
 - Monitoring Performance (across demarcation point would be ideal for true end-to-end/user experience)
 - Support Requests -- Status/Resolution

Build-Out/Migration Requirements

- Build-Out/Migration cannot exceed 6 months
- Responses should include all costs involved (Build-out/Implementation, Initial Support, Ongoing Support, Future Upgrades/Releases)

Exit Requirements

- Need a clear Plan (High-level tasks, timelines, commitments by hosting provider)
- Need to specify roles/responsibility of CCC/vendor
- Need to itemize costs assumed by vendor and CCC
- Guarantees: Timing and commitments
- CCC owns the data and any access needs to be approved in advance

Attachments

Appendix A: Backup

DESCRIPTION		TIMING
Baseline	Pre-Production Image	
Daily Incremental Files	Data changes during the period all tiers all environments	
Full Data Files	All resident data files all tiers all environments	
Applications	All application files (full data files including cold backups)	
Operating System	All O/S configuration files – all tiers all environments	
Database	All database – all tiers all environments.	
Fall Back Copy	At request of the Board when a change is made to a the Board system a copy will be made before the change.	

DESCRIPTION	RETENTION PERIOD
Baseline	
Daily	
Weekly	
Monthly	
Annual	
Key Calendar Dates	

ENVIRONMENT	PRIORITY	TECH RESPONSE TIME	MAXIMUM RESOLUTION TIME
Production	High		
Production	Medium		
Production	Low		
Development/Test	High		
Development/Test	Medium		
Development/Test	Low		