

**REQUEST FOR PROPOSALS (RFP) #SN2011**

**BANKING SERVICES**

**OFFICE OF FINANCE**

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

All responses shall be addressed and returned to:

City Colleges of Chicago

Dawson Technical Institute

Procurement Services

3901 S. State Street, Room 102

Chicago, IL 60609

Attn: Steve Nash, Contract Administrator

***Proposals must be received no later than 12:00 p.m. local Central Standard Time, on***

***Monday, January 25, 2021***

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 #SN2011 BANKING SERVICES** 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 6, 2021 at 11:00 a.m. C.S.T.*** to discuss the Scope of Services and the compliance procedures for the Minority and Women Business Enterprise Contract Participation Plan (MBE/WBE). The pre-proposal conference will take place via a Zoom teleconference. Firms anticipating submitting a proposal are encouraged to attend via teleconference. After accessing the Zoom application, instructions for the pre-proposal conference are as follows:

When prompted enter the Meeting ID: 978 9559 7933

Enter the password: 358372

We recommend that you obtain a copy of the RFP document before attending the pre-proposal meeting. Copies can be downloaded from the Current Bid Schedule of City Colleges of Chicago found on the Procurement page of the City Colleges of Chicago website.

The Letter of Intent to Submit a Proposal, Attachment A, is due via email, [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu), attention Steve Nash, Contract Administrator, by ***January 20, 2021, no later than 12:00 p.m. C.S.T****.* If you do not intend to submit a proposal in response to this RFP, please email us a brief, detailed explanation, to [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu), in order to continue to receive future bid/RFP notices.

Questions regarding clarification or verification of these specifications and MBE/WBE compliance procedures should be submitted in writing via email to Steve Nash, Contract Administrator, at [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu). ***The deadline for submitting final questions is January 8, 2021, by 1:00 p.m.*** Please reference the RFP number, SN2011 – Banking Services, in all communications regarding this RFP.

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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 five (5) satellite locations that are affiliated with the colleges. A seven-member board of trustees, who are appointed by the Mayor of Chicago, governs the system. The chief administrative officer of the system is the Chancellor, who is appointed by the Board of Trustees. Each college has its own President, who reports to the Chancellor, and its own administrative staff which is responsible for policy administration in the areas of human resources and staff development, finance, academic affairs, administrative services and information technology. Each of these areas is headed by a Vice Chancellor that reports to the Chancellor.

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

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

* 1. **Intent**

The purpose of this Request for Proposal (RFP) is to develop and implement a comprehensive Banking Services structure and relationship to achieve optimal results to meet the current and future needs of the CCC. Our current banking contract with J.P. Morgan expires June 30, 2021.

It is the intent of the Treasury Department to utilize technology, where possible, in the delivery of banking services to the CCC. This includes the use of web/internet technology for transaction initiation, balance reporting, document delivery (images), electronic bank statements, electronic account analysis, remote image deposit, electronic vault depository services and more. Our vision includes minimizing the use of paper wherever practical and permissible within regulatory requirements.

Through the RFP process, the City Colleges seeks to achieve the following:

* Build a partnership with the selected customer focused banking team
* A banking structure that will allow for change and growth to meet the evolving business and dynamic needs of the district
* Efficient implementation with a focus on process improvements
* Enhanced, compliant services and reporting capabilities
* Full partnership in the design, implementation and execution for integrating banking services with CCC’s PeopleSoft suite of applications including, but not limited to, payroll, accounts payable, student financials, accounts receivables, purchasing and account reconciliation.
  1. **Scope of Services**

CCC is requesting proposals to assure that the district is receiving the optimum level of services at a competitive price. The district seeks to maximize its cash availability for investment opportunities through the use of a master operating account, depository accounts and control disbursement accounts. Beyond CCC current banking structure and operational requirements, banks are encouraged to recommend innovative ideas that would enhance CCC’s ability to perform its banking functions.

**Operational and Informational Requirements**

**Banking Structure and Account Activity**

All banking services requested in this RFP are provided by JP Morgan. CCC currently maintains 21 bank accounts for the district and manages two CCC Foundation accounts for a total of 23 accounts. Please refer to Exhibit I for the flow chart of bank accounts and Bank Account Descriptions. The banking account structure is as follows:

**Master Funding Account**

This account serves as CCC’s master operating account and the funding source for all disbursement accounts. The master account maintains average balances of $8 million on a daily basis. Balances maintained in this account help to offset service fees. This is a non-interest bearing account.

**Depository Accounts**

CCC maintains 11 Zero Balance Depository accounts for: Harold Washington College, Richard J. Daley College, Kennedy King College, Wilbur Wright College, Olive Harvey College, Malcolm X. College, Harry S. Truman College, Washburne Enterprise, Financial Aid Title IV, Property Tax and the District Office. Funds deposited into the accounts include tuition payments; various city, state and federal grant payments, credit card payments, E-checks (through the online student services portal), remote deposits, donations, etc.

**Financial Aid Title IV Account**

CCC receives U. S. Department of Education (DOE) funds for various government sponsored grants and tuition assisted programs, e.g., Federal Supplemental Education Opportunity Grant Program (SEOG), Federal Pell Grant Program (PELL), Federal Work Study Program (FWS) and Federal Student Loan Program, CARES Act, etc. This is a Zero Balance Account and funds are automatically swept to the master funding account at the end of the business day. However, funds are manually transferred, via the bank’s online system, to the master operating account when funds are needed the same day.

**Property Tax Account**

The district’s share of property taxes collected by the Cook County and DuPage County Treasurer’s Office are directly deposited into the account. This is a Zero Balance Account and funds are automatically swept to the master funding account at the end of the business day. However, funds are manually transferred, via the bank’s online system, to the master operating account when funds are needed the same day.

**Disbursement Accounts**

CCC maintains four (4) Disbursement Accounts, three (3) of which are Zero Balance Controlled Disbursement Accounts, with Payee Positive Pay Full Reconciliation Services. Control disbursement totals are available by 9:00 a.m. via the bank’s online web service. The controlled disbursement accounts include: (1) Payroll, (2) Accounts Payable and (3) Student Refund. (4) The Student Activity Account has Payee Positive Pay Services and it is not a controlled disbursement account.

The master operating account is the funding source for the controlled disbursement accounts. The check printing function is outsourced to the bank. The breakdown of payment transactions transmitted to the bank is as follows:

* 86% of payments are ACH transactions sent host-to-host via secure FTP transmission to the bank with less than 1% initiated via the bank’s online fund transfer module;
* 8% of payments are checks sent via a secure FTP transmission;
* Less than 1% of payments are wires initiated through the bank’s online payment module;
* Less than 5% of vendor payments are processed via the virtual credit card. (Note: The virtual credit card payment services is under separate contract with another bank and is not included as part of this RFP).

Positive Pay exception notifications are received by e-mail and check images can be viewed via the bank’s online service.

Non-account holder’s check cashing fees are waived at the teller window with proper identification and account for less than 1% of the total number of checks issued on a monthly basis.

**CARES Act Account**

The CARES Act Account is a non-interest bearing account that is not currently being used but available to manually transfer funds, when needed.

**403(b) Plan Account**

The 403(b) Plan Administrator collects and processes employee annuity contributions through this account. This is a third party stand-alone checking account with the bank.

**Student Activity (Agency) Account**

The Student Activity Account designated for the college’s student organizations and various student activities. It is a stand-alone account with Payee Positive Pay/ Full Reconcilement Services. The check printing function is outsourced to the bank.

**Savings Account**

Balances not required for daily operating activity and compensating service requirements are invested or transferred to the Savings Account. Average monthly balances total approximately $3 million. Balances must be collateralized 102% above the FDIC general deposit insurance rules and in accordance with CCC Investment Guidelines (see attachment). Please refer to Exhibit II.

**CCC Foundation Account**

The Foundation is a separate, not-for-profit 501(c) 3 entity that provides scholarship assistance to students who otherwise would be unlikely to begin or complete their college education. Contributions come from donors, partners, faculty and staff. This is a Payee Positive Pay Account with Full Reconcilement Services. The check printing function is outsourced to the bank and checks are returned to CCC for special handling. The account maintains average monthly balances of $2.0 million.

**CCC Foundation Savings Account**

Foundation balances not required for daily operating activity and compensating balance requirements are transferred to the Savings Account. The account maintains average monthly balances of $550,000.

**Other Banking Services**

1. **Collateral Requirements:** Collateral must be maintained at all times to cover demand deposits, above the FDIC insured limit. CCC requires collateral at a minimum of 102% and marked to market at least once per month. Responsibility for monitoring the CCC market value will rest with the bank. Release and Substitution of the collateral will require prior approval by CCC and not be unduly withheld. Please refer to City Colleges’ Investment Guideline in Exhibit II.
2. **Check Print Outsource:** The check printing function for the Controlled Disbursement Accounts, the Student Activity Account and the CCC Foundation Account is outsourced to the bank. Checks are printed and mailed to the payee or returned to CCC for additional processing based on the function of the account. Check print outsourcing is a required CCC service.
3. **ACH Debit Blocks**: CCC requires ACH Debit Block services to prevent unauthorized transactions from posting to accounts.
4. **Remote Image Deposit**: The Epson TM-S1000 model scanner is used by 12 district locations, whereby checks are scanned and the images transmitted to the bank. The bank gives provisional credit for use the next business day.
5. **Vault Deposits/Garda Armored Car Services**: CCC owns seven (7) Garda/Fire King electronic safes that are installed at each college. Cash is inserted into the safe and deposited totals are transmitted to the bank and Garda. CCC receives provisional credit for the deposited cash the next business day. Garda retrieves the cash from the safes on the colleges’ weekly scheduled pick-up day(s). All deposits including coins are delivered to the bank’s main vault location. Fire King provides maintenance for the safes. The contract with Garda expires June 30, 2022.
6. **Check Collection Services**: CCC requires any deposited item returned for insufficient funds automatically re-deposited a second time without a charge. Items returned a second time, must be debited against the appropriate account and returned to the depositing location.
7. **Coin and Currency Orders**: The bank provides coin/currency as needed via order and branch coin/currency services.
8. **Deposit Supplies:** Periodic orders for deposit tickets, deposit bags and endorsement stamps will be required for certain satellite and restaurant locations. The bank places orders through the bank’s supply vendor on behalf of CCC and the cost is charged to the Account Analysis Statement.
9. **In-House Checks**: Occasionally, Accounts Payable, Agency and CCC Foundation checks will have to be printed in-house. Files will be transmitted to the bank for payee positive pay services.
10. **Online Banking Services:** CCC uses the bank’s online services for determining daily cash balances, controlled disbursement totals, payee positive pay exception items, stop payments check inquiries; income/outgoing ACH and wire transfers, the retrieval of monthly bank and account analysis statements and more. Users of the services are district-wide.

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.**

1. **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. Re-typing of any forms required to be submitted with proposal responses is prohibited.

1. **Contents of Response**
   * 1. **Table of Contents:**

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

* + 1. **Cover Letter:**

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

* + 1. **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).

* + 1. **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.
    2. **Experience and Statements of Qualifications:**

1. Proposer must provide information on the company’s background, including the number of years in business, main office location and a list of services provided.
2. Proposer must provide information on services similar in nature and scope as requested in Section II, Scope of Services, including company’s name, contact person, telephone and fax numbers and email address; provide information for similar services for any educational institutions or government agencies. Proposer must submit company contacts. Provide the name, title, street address, city, state, zip code, telephone and fax numbers and email address for (a) primary contact person for this project and (b) the individual(s) authorized to negotiate a contract with the City Colleges of Chicago.
3. Detailed information on the Proposer’s ability to meet the Scope of Services of this RFP. This should include the services that your firm would be able to provide and how the services will be executed.
4. Provide an organizational staffing plan chart for the personnel who will perform services as stated in Section II, Scope of Services, including resumes and educational background.
5. Demonstrate a capacity to provide/perform services- Respondent must provide a summary of current and future projects, commitment and include projected completion dates. Describe how any uncompleted projects and/ or contractual commitments to other clients will affect your ability to deliver services, capacity to perform within CCC’s timeline and affect dedicated resources committed to CCC’s program. Identify what percentage of the services will be performed utilizing your own workforce, equipment and facilities. What percentage of the work will be subcontracted?

**6. Implementation Plan and Sample Plan and Availability**

Respondents shall provide a comprehensive and detailed plan for implementing services outlined in the scope of services for this RFP. Each Respondent will be evaluated on its overall strategy, methodology, timetable and approach to service delivery and meeting CCC’s requirements. Approach to implementing Services - The plan must address your approach to implementing and managing the services described in this RFP. Describe your policies and procedures for implementing services for clients. Implementation Plan should include a timeline outlining all activities from date of award to start of the Banking Services.

**7. Interrogatories (Note: Proposers must respond to all questions or be deemed non-responsive)**

**Depository Services**

What is the cut-off time to ensure same day ledger credit?

1. Do you provide the deposit bags and/or deposit slips and is there a fee? If there is a cost, can the fee be charged to the account analysis?
2. Can the deposit slips contain an auxiliary MICR field for a sequentially numbered deposit ID Code or user defined Location Code?
3. Do you accept loose and/or rolled coin for deposit at vault and branch locations? Is there an additional fee for depositing loose or rolled coin?
4. Do you give immediate availability for on-us items?
5. Does your bank charge a fee of any kind for a specific deposit threshold?

**Remote Image Deposit**

1. Does your bank offer remote imaging deposit service? Briefly explain this service.
2. CCC uses an Epson TM-S100 to scan checks and transmit the images to the bank. Is this model compatible with your bank? If yes, can your bank re-program the scanners and what is the cost? Can multiple depository accounts be utilized, e.g. Kennedy King College Sub Account: Dawson Technical Institute? If not, please list the cost to purchase new scanners on the Pricing Proposal.
3. Can specific locations and user entitlements be defined and reflected on daily deposit report?
4. What reporting capabilities are available? What is the retention of batch processing and where does the information reside?

**Deposit Verification**

1. How and when will your bank return validated deposit receipts to us?
2. If provisional credit is given when does verification take place?
3. Will the bank identify and adjust all discrepancies? In what timeframe?
4. What is the standard procedure for reporting deposit adjustments?
5. When counterfeit bills are discovered, what is your notification and adjustment process?

**Vault Services**

1. City Colleges owns Garda/Fire King electronic safes that are installed at each of the seven colleges. Cash is deposited throughout the day and deposit totals are transmitted at the end of the day to the bank. The bank gives provisional credit to CCC for use the next business day. Once a week Garda Armored Services will pick-up the cash from the safes. Does your bank offer this service? If so, please describe including compatibility with the Fire King safes.
2. If the cash is not delivered, how long before the financial institution reversed the provisional credit received for the deposit.
3. Will an agreement between your bank, Garda, and City Colleges be required? If so, include a sample contract.

**Coin/Currency Orders**

1. Does the bank have a standing and/or automated vault service for change/currency orders? Describe the ordering procedures, cut-off times and other features of this service.
2. How much advance notice is required for coin and currency orders?
3. Are there minimum purchase requirements (e.g., standard straps of currency and full boxes of coin)?
4. Is a discount offered for purchasing standard amounts?

**Return Item Processing**

1. How are customers notified of returned items?
2. Can returned items be automatically re-deposited? How many times?
3. Can copies of all re-deposited return items be provided to the depositing location? What timeframe?

**Deposit Reporting**

1. What type of deposit reporting services do you provide for consolidated account customers?
2. Can you provide online reports of deposit detail activity? What time each day is the data available?
3. Can multiple users simultaneously access the information? If so, can individual user access be restricted to select information?
4. Can the file be downloaded in PeopleSoft/excel format or other popular software packages on the market? Provide specifications for your file format.
5. Does the bank offer a Deposit Reconciliation report service for consolidated deposit accounts?
6. What is the bank’s cut-off for statements? How soon after the cut-off is the statement available?

**Account Reporting**

1. What time each day can account information be retrieved, e.g., available balances, controlled disbursements totals, etc., available?
2. List retention period for transactional data stored on the reporting system and available for CCC access? If information is archived, what is the cost and timeframe for retrieval?

**Image Processing**

1. Describe the bank’s current image processing capabilities.
2. Are return and adjustment images available?
3. Include information on any other cash management services currently provided or planned that may benefit CCC.

**Disbursement Services**

**General**

1. Describe your methods for accepting Same Day Settlements.
2. Can multiple files be submitted daily?
3. Does the bank offer check print outsourcing services? Is this function performed by the bank or a third party? What is the standard check processing time? If an expedited check is needed how quickly can it be delivered to CCC? Include all costs, including third party cost on Cost Proposal.
4. Can you process express checks within 24 hours if CCC provides the file by 8am?
5. When check printing services are provided, will we receive an email notification with the details? If yes, will the email notification indicate the check disbursement account name or last 4 digits of the account number?
6. What is the average timeline to implement check print outsourcing services? Would there be a cost to CCC to implement the service? If so, please describe the service and include all costs in the attached Cost Proposal.
7. During the terms of the contract with the selected bank, check facsimile signature(s) may have to be updated. Would there be a charge to update the signatures, and if so, would the charge be a flat fee or by account? Currently the Controlled Disbursement Accounts and Student Activity Account have the same authorized signers. **The CCC Foundation Account has separate authorized check signers.** Please include fees on the Cost Proposal.
8. Does the bank have an established maximum dollar value limit that may not be exceeded by an individual check? If yes, what is the maximum amount and would there be any restrictions?

**Controlled Disbursement Accounts**

1. What is the published time to notify customers of their daily clearings?
2. How many notifications are made? (Note: Minimum of one (1) notification is required). If more than one, what percent of the dollars and items are included in each notification?
3. How will CCC be notified if the daily notification will be delayed?
4. How is late presentment checks handled? If CCC is unable to fund the controlled disbursement account will there be an overdraft fee charge? How is it calculated?

**Funding Methods**

1. What will be CCC funding options and identify the requirements and restrictions of each?
2. What is the bank’s cut-off time for receiving a funding wire?
3. Does a separate account need to be maintained for funding purposes?
4. Is interest assessed on overdrafts and how is that rate calculated?
5. Is there a fee per check or per occurrence when there is an overdraft? Is there a daily cap on fees?

**Account Reconciliation Services**

What Account Reconciliation Program (ARP) services are available for controlled disbursement accounts?

1. Electronic Data Transmission (Input and Output): What methods are available?

2. What is the bank’s cut-off time for receiving issued check files and addition/deletion?

3. If check truncation is used, how long is an image retained?

4. How many years are check images available for online viewing?

5. What is the turnaround time to receive a check image?

6. Can issues, voids and stop payments be placed on-line?

7. What is the deadline for same day action?

8. Will the system verify if a check has been paid before accepting the issue or stop?

9. How much history is examined in the verification process?

10. How long will the stops remain in effect?

11. Can stops be placed for a range of checks?

12. Can a range of outstanding check issues be purged from the bank ARP system? If so, what is the process to do so?

13. What other reconcilement features does the bank have that distinguishes it from other banks?

**Positive Pay**

1. Does the bank offer Payee Positive Pay services?
2. Will the bank provide CCC with daily notification of all “exception” or “suspect” checks identified by the Payee Positive Pay system?
3. Via what methods can manual issues or deletes be communicated to the bank?
4. Are checks verified against the issue file at the point of encashment at your teller window? If no, what is the process for cashing checks?
5. Will the bank cash CCC’s checks for non-account holders without a charge? If not, what is the charge? Is a check cashing agreement required? If yes, include a copy of the agreement.
6. How are “paid no issued” (PNI), or positive pay exceptions delivered?
7. Is the report integrated with the bank’s balance reporting system?
8. Are MICR errors/misreads deleted from the PNI report prior to the report being sent/transmitted?
9. Are approved PNI checks automatically added to the issue file for account reconciliation purposes?
10. What is the deadline for the receipt of check issuance files at the bank?
11. Does the bank offer a daily service to compare same day checks presented against a check issue file and provide CCC with a daily notification of all PNI checks in conjunction with controlled disbursement (same day Payee Positive Pay)?
12. What is the bank’s deadline for transmitting same day check data?
13. What is the deadline for receiving an exception file?
14. What is the response deadline for customer’s pay/no-pay decisions?
15. In the event that the bank does not receive the customer’s pay decision response by the stated deadline, what is the default disposition? Pay \_\_\_\_\_\_ Return\_\_\_\_\_\_

**Funds Movement (Wire Transfer and ACH)**

**Wire Transfer Processing**

1. What methods of wire transfer initiation does the bank offer? Describe each method’s process of initiation, approval and release - online; telephone; other.
2. What provisions are in place to allow the customer to initiate a priority wire transfer requiring special and immediate release? Is there an additional charge for this service?
3. What are the opening hours and cut-off times for initiating wire transfers to ensue same-day execution?
4. What detailed information is provided on incoming and outgoing wire transfers on a current day basis (e.g., amount, payer, comment field, date received time received and Fed reference number)?

**Confirmations for Wire Transfers**

1. How soon after wire execution would a Federal Reference number be available? How would we obtain that number?
2. What is the bank’s policy in the event of a wire transfer failure for which receipt of instructions has been confirmed to the customer?
3. How and when is the customer notified of a failed wire transfer?

**Warehousing for Wire Transfers**

1. Does the bank’s wire transfer system have the capability to warehouse instructions for future valued dated wire transactions?
2. Can the wires be input, approved and released so they will be executed automatically on the value day?
3. Will the wire transfer system alert CCC, via email, of warehoused a transfer that is pending current day release?

**Processing Errors for Wire Transfers**

1. Under what conditions would incoming and outgoing wires require repair? How would CCC be notified?
2. Under what conditions would the bank not repair a wire? What are the bank’s procedures in these cases?

**Technical Capabilities and Systems for Wire Transfers**

1. Does the bank operate its own in-house wire transfer system? If not, is the system purchased and customized? Who is the vendor?
2. Is the customer interface client-server web-based or other? Is it a stand-alone product or part of a system of informational products?

**Security/Internal Controls/Compliance**

1. Does the system allow the segregation of duties so that the same wire transfer operator cannot enter and release a payment? What types of safeguards exist?
2. Are transmissions to the bank encrypted or authenticated? Please describe.
3. What protocols are available and recommended for communicating CPU to CPU?
4. Can CCC perform Security Administrator functions? Does the system require dual Security Administrators? Are security access codes (passwords) encrypted or authenticated.
5. Describe procedures if security codes are violated.
6. How many log-in attempts does the system allow before disabling a user? Is this number per connection, per time period or cumulative per user?
7. Is an inactive user automatically logged off? If so, after what period of time?
8. Are passwords user-defined or bank provided? Can users change their passwords via a self-service feature?
9. Can user profiles be customized to allow or restrict a certain set of functions? If yes, can a customized profile be cloned for a new user requiring the same access?
10. Can dollar limits by user and function be established for single transaction amounts and daily aggregate amounts?
11. What controls has the bank put in place to prevent wire transfer fraud?
12. Briefly describe the bank’s disaster recovery and business continuity plan.
13. Describe how the bank maintains regulatory compliance procedurally and technologically

**Automated Clearing House (ACH) Services**

1. What ACH delivery services does the bank offer, e.g., direct transmission, PC-based, internet, etc.
2. What are the hours of operation of the ACH unit?
3. What are the bank’s cut-off times for customer initiation of ACH transactions, e.g., internet, CPU to CPU, etc.?
4. Does your online system allow for same day book transfers between bank accounts?
5. Describe the procedures used to verify the accuracy and secure receipt of transmissions.
6. Can the bank automatically re-deposit items returned for insufficient or uncollected funds? When items are re-deposited will entries be posted to CCC’s account?
7. What is the bank’s maximum retention period for future dated transactions? How long are transactions maintained for on-line reporting after the effective date?
8. Can issues be modified prior to releasing the transaction?
9. How does the bank handle file, batch and item reversals and deletions?
10. What are the deadlines for reversing or deleting a file? Batch? Item?
11. Describe the bank’s process for reversing and deleting files, batches and items.
12. What security procedures are used?
13. Does the bank accept both debits and credits the same file?
14. Describe the bank’s ACH return process. When will returned funds be posted to CCC’s account?
15. How do you advise customers of NACHA rule changes and their impact?
16. Can the customer build a database of repetitive transactions?
17. If so, which party maintains the database? How much lead time is required to set up a new repetitive transfer?
18. Does your institution provide a stand-alone software package that provides the capability to build and transmit ACH files for origination? If not, what options would you recommend CCC pursue to provide this capability for payroll, accounts payable and student refund functions? If you do provide the software, is it through a third party vendor?
19. What time will CCC be informed of items being charged/credited to our account?
20. Does your bank have the ability to generate recurring ACH debit transactions originated by CCC? Describe the service.

**ACH Authorization Service**

1. What services does the bank offer to protect our account from unauthorized ACH debits?
2. Can you selectively accept ACH debits only from originators authorized by CCC?
3. Can you ensure that originators do not charge our account for more than we have authorized?
4. How do you handle receipt of entries from unauthorized entities? Are we notified?
5. Provide a full and complete description of the bank’s technical requirements of its customers to be able to originate ACH items through your institution. Provide file format samples.
6. Does the software offer the ability to establish security levels by user?
7. How does the bank handle system upgrades? Is there a charge for upgrades or are they included in the standard maintenance?
8. Can transactions be warehoused on the customer’s PC after transmitting to the bank?
9. What security procedures are in place to minimize risk of unauthorized transactions?

**Combined ACH/Check Disbursements**

1. Can ACH settlements be drawn on controlled disbursement accounts?
2. Disaster Recovery (as it applies to Wire Transfers and ACH)
3. Does the bank have off-site backup capacity? Does the bank or third party provider manage this site?
4. If the disaster is on the CCC side and it is unable to access the bank’s system in the usual manner, what is your recommendation or alternate means for continuing operations?
5. Would you accept phone or fax wire requests as a substitute? If so, how is security provided?

**Information Reporting**

1. What methods are available for reporting incoming and outgoing ACH, wire, and electronic funds transactions, e.g., client-server, CPU-to-CPU, Internet? Describe the reporting method you recommend based on CCC’s requirements.
2. By what methods can the customer receive notification of change and returned item advices? When will this information be available?
3. Do you provide notification of re-deposited items?
4. By what methods do you provide confirmation of deletions and reversals?
5. How long is historical information available online? Provide sample reports.
6. Annually, can the bank provide CCC an electronic file or CD of all checks cleared each account for the calendar year?
7. Will the bank automatically void checks, issued by CCC, that become stale dated? If so, is a detailed report provided?
8. Can the system export reports in various file formats to the company’s other management systems? If so, what formats are available?
9. Provide technical/system requirements for communicating with your bank’s reporting system.
10. If same/previous information is delayed, how and when will CCC be notified?
11. What browser/OS combinations do you support in providing this information via the Web/Internet?
12. Does the bank use and support any authentication and encryption methodology or communicating with customers? If so explain.
13. What are the hours of the technical support?
14. What support can the bank provide to recreate files and reports that may have been corrupted, destroyed or not accessed?
15. What type of information technology consulting does the bank offer? Is there a fee for this service?
16. Can the bank interface with ERP systems (specifically PeopleSoft)? If so, what version of PeopleSoft?

**Implementation**

1. Provide a copy of all agreements required to initiate for all requested services.
2. Provide a description of the implementation process including timelines and testing and schedules for:

* Depository Services – Remote Capture and Vault Services
* Disbursement Services, e.g., Check Print Outsource; Controlled Disbursement Services, etc.
* Funds Movement
* Information Reporting

1. What are the critical factors, which may impact the lead-times?
2. Does the bank assign an implementation team? If yes, describe the team(s) in detail and include bios of the team.
3. Indicate what direct costs CCC would be responsible for, and what costs would be absorbed by the Financial Institution as start-up costs.
4. Describe the proposed training program for CCC staff.
5. Please provide a statement confirming the bank has the resources available to meet our July 1, 2021 implementation schedule.

**Customer Support**

The Proposer shall provide CCC with an experienced, dedicated client service representative with a working knowledge of the government/public sector. This individual shall be available between the hours of 8:00 a.m. and 5:00 p.m. Calls/emails shall be returned or acknowledged within one (1) hour window and time sensitive issues handled expeditiously or escalated if higher expertise is required.

1. Will a designated client support representative be assigned to handle this business? If not, who will be assigned to address CCC’s day-to-day requests and concerns?
2. Are there established turn-around times for research and adjustments? If so, specific.
3. Does the bank provide technical customer support for computer hardware software and communication problems? If yes, what hours is the technical support available?

**Account Analysis**

1. Describe the method used to calculate the earnings credit rate (ECR)? Is the reserve requirement deducted from the available balance before the ECR is calculated? If not, explain. List the bank’s ECR for the last 12 months.
2. Is there a fee or other assessment for FDIC insurance? If yes, how does the bank calculate the charge?
3. When calculating average balances are positive and negative balances netted?
4. How does the bank charge for overdrafts? If so, how is the charge calculated?
5. How soon after the close of an analysis period is the report available to the CCC?

**Daylight Overdrafts**

1. Does the bank establish an intra-day limit per account or per customer?
2. If the bank charges its customers for an intra-day loan to cover daylight overdrafts, on what basis does the bank charge: on average daylight overdraft, peak daylight overdraft, or other? Does the bank charge for all daylight or only Fed overdrafts? Does the bank net all of a customer’s accounts or treat them separately? What is the loan rate?

**Compensation/Pricing**

1. Please provide two compensation methods using the banking structure and account activity provided in Section VIII in your pricing calculations. Be sure to include any one-time or set-up charges.
2. Can a combination of compensating balances and fees cover service charges?
3. Will the fees in this proposal be guaranteed for the term of the contract? If no, how and when will the bank notify CCC of a price change?

**Note: All questions listed above must be responded to and submitted as part of the RFP Section III, Submittal Requirements in order to be considered a responsive, responsible Proposer.**

**8. Clients and Portfolio**

Respondents shall provide three (3) Banking Services clients as defined in the RFP. Provide scope of work, contract value and Respondent’s project manager.

1. **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 instutions, government or non-for-profit entities. Please include company names, contact persons, mailing addresses, telephone numbers and email addresses. Please complete Page One of the Reference Questionnaire (Attachment B), include a brief detail of services provided and submit form with your proposal. City Colleges will email the form and reference questions to the references included in your submittal. Please inform your references that they will be contacted by CCC. CCC reserves the right to check references on any projects performed by the proposer whether provided by the proposer or know by CCC.

1. **IRS W-9 Form**

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

1. **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.

1. **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.

1. **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 Steve Nash, Contract Administrator via email at [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu). Please reference the RFP# SN2010 in the Subject area.

1. **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)

1. **Fee/Cost Proposal**

With respect to the requirements outlined in the scope of work section of this RFP, provide a price for your firm’s work. Pricing is to be fully inclusive of all services and expenses. (See Section VIII Cost Proposal).

1. **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.

1. **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.

1. **Economic Disclosure Statement**

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

1. **Time for Receiving Proposals**

**Proposals must be received no later than 12:00 p.m. local Chicago time, on Monday, January 25, 2021. 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.** Theinsolvency, 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.

* 1. **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.
  2. **Remedies.** In addition to any other remedies contained herein, the Institution may invoke any or all of the following remedies for a Default:

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

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

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

**iv.** Terminate this Agreement.

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

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

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

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

**J. Minimum Wage**

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

If this contract was advertised on or after December 11, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the Chief Procurement Officer. As of 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 five (5) years with an option to renew for two additional one (1) year periods, or any other renewal terms which do not exceed seven (7) years, subject to our Board’s approval and an executed amendment. Professional services agreement shall be between City Colleges of Chicago and the proposer only and there are no third-party beneficiaries to the agreement.

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

**M. Payment**

The selected proposer will not be entitled to demand or receive payment under this Agreement until all of the stipulations, provisions and conditions set forth in the Agreement have been complied with. Invoice(s) should be transmitted to the Accounts Payable Department via e-mail (preferred method) to accountpayableservices@ccc.edu 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 Steve Nash, Contract Administrator, at City Colleges of Chicago, Dawson Technical Institute, Procurement Services, 3901 S. State Street, Room 102, Chicago, IL 60609 or via email, [procurementservices@ccc.edu](mailto:procurementservices@ccc.edu).

**Such requests must be submitted by Friday, January 8, 2021, no later than 1:00 p.m. at C.S.T.**

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

**O. CCC Ethics Policy**

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

**P. Transparency Website; Trade Secrets**

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

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

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

i. Mark the cover page as follows: "This proposal includes trade secrets or other proprietary data.”

ii. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFP."

iii. Provide a USB with a redacted copy of the entire proposal or submission in .pdf format for posting on the CCC’s website. Proposer is responsible for properly and adequately redacting any Data which Proposer desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB with a redacted copy may result in the posting of an un-redacted copy.

iv. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

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

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

SECTION VI - EVALUATION CRITERIA

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

1. **Experience** – The respondent shall provide background information of their firms experience as outlined in the Scope of Services herein to similar institutions or large institutions within government and higher education.
2. **Implementation Plan and Technical Approach** – The respondent shall provide an overview of your firm’s approach to the proposed project. The work required in this contract shall require a great deal of experience with different products/services for Banking Services. Include a timeline outlining activities from contract award to start of Banking Service as specified in Section II, Scopes of Services and Section III, Item 7, Interrogatories.
3. **Qualifications** – The respondent shall provide information concerning your firm’s qualifications and experience of staff personnel dedicated to CCC’s project. Provide brief resumes or CV’s of the key relationship team.
4. **Cost** – Provide pricing in the price proposal form in **Section VIII of the Fee/ Cost proposal**.
5. **MBE/WBE Compliance** – The proposer must comply with the M/WBE Plan Participation Plan as requested in the RFP.

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) #SN2011 Banking Services** for the City Colleges of Chicago.

Company’s Name : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

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

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

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

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

Name of Preparer (print) Title

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

Preparer’s Signature Date

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

Attesting Signature (required for corporations) Title

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

Business Address

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

City State Zip Code

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

Federal Employee Identification Number (FEIN)

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

Contact Person’s Name and Title

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

Telephone Number Fax Number

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

Email Address

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

**SECTION VIII – FEE/COST PROPOSAL**

Having carefully examined the scope of services, requirements, and conditions affecting this Request for Proposal, the Proposer shall provide a Fee/Cost Proposal in which the Proposer will perform the services requested. Your proposal must identify and detail any and all other pricing structures, cost or fees (i.e. licensing, professional/consulting services, on-going maintenance, etc.). CCC will not pay nor reimburse any travel, hotel costs, parking, presentation reproduction costs, etc. to the awarded vendor.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Average Ledger Balance |  |  |  | 10,230,519.81 |
| One Month Earnings Credit Allowance |  |  |  |  |
| Monthly Charge For Services |  |  |  | - |
| Additional Monthly Charge For Services |  |  |  | - |
| Net Charge For Services |  |  |  | - |
| **Service Charge Amount** | |  |  | **-** |
|  |  |  |  |  |
|  |  |  |  |  |
| **TotalAll Additional Fees** |  |  |  | **-** |
|  |  |  |  |  |
|  |  |  |  |  |
| **Service** | **AFP Code** | **Number of Monthly Units** | **Unit Price** | **Charge For Service** |
|  |  |  |  |  |
| **Account Services** |  |  |  |  |
| Account Maintenance | 010000 | 17 |  | - |
| Acct Maint-Int | 010010 | 1 |  | - |
| Cash Concentration Maintmaster | 010021 | 1 |  | - |
| Cash Concentration Maintance Sub | 010021 | 12 |  | - |
| Miscellaneous Debit | 010100 | 16 |  | - |
| Debit Posted - Electronic | 010100 | 333 |  | - |
| Credit Posted- Electronic | 010101 | 740 |  | - |
| Statement Cycles | 010307 | 8 |  | - |
| Statement Cycles - Enhanced | 010307 | 10 |  | - |
| Post No Checks Maintenance | 1500ZZ | 14 |  | - |
|  |  |  |  |  |
| **Banking Center Services** |  |  |  |  |
| Branch Order Currency Strap | 10004A | 4 |  | - |
| Branch Order Processed | 100040 | 1 |  | - |
|  |  |  |  |  |
| **Vault Services** |  |  |  |  |
| Vault Deposit | 100100 | 126 |  | - |
| Vault Deposit Per $1,000 | 10011Z | 113 |  | - |
| Vault Dep Non Std Strap - Note | 100114 | 3,985 |  | - |
| Vault Deposit Std Strap - Note | 100115 | 1,300 |  | - |
| Vault Standard Orders | 100141 | 1 |  | - |
| Vault Order Coin Rolls | 100144 | 8 |  | - |
| Vault Order Curr Non Std Strap | 100148 | 63 |  | - |
| Vault Deposit Receipt Mailers | 100154 | 177 |  | - |
| Smart Safe Maintenance | 100199 | 7 |  | - |
| Smart Safe Advanced Credit | 100199 | 146 |  | - |
|  |  |  |  |  |
| **Depository Services** |  |  |  |  |
| Credits Posted | 010101 | 381 |  | - |
| Check Deposited-Transit | 100224 | 2 |  | - |
| Return Item | 100400 | 3 |  | - |
| Return Alternate Address | 100401 | 2 |  | - |
| Return Multiple Locations | 100430 | 1 |  | - |
| Remote Deposit Capture Maint | 101300 | 9 |  | - |
| Remote Deposit Capture Item | 101320 | 461 |  | - |
|  |  |  |  |  |
| **Disbursement Services** |  |  |  |  |
| Check / Debit Posted |  | 6 |  | - |
| Controlled Disb Funding | 010112 | 130 |  | - |
| Controlled Disb Acct Maint | 150000 | 3 |  | - |
| Exception Notification - Acct | 150030 | 4 |  | - |
| Check Print Maintenance | 150040 | 4 |  | - |
| Controlled Disb Check Posted | 150110 | 1,087 |  | - |
| Check Cashing Non-Acct Holder | 150501 | 5 |  | - |
| Imaging Maintenance | 151350 | 1 |  | - |
| Image Retrieval Per Retrieve | 151352 | 5 |  | - |
| Image Retrieval >91day | 151352 | 5 |  | - |
| Check Inquiry Maintenance | 151710 | 5 |  | - |
| Check Print Register File | 151800 | 32 |  | - |
| Check Print Input File | 151800 | 32 |  | - |
| Check Print Per Item | 151810 | 1,163 |  | - |
| Check Printing Addl Page | 151830 | 6 |  | - |
| Check Print Postage | 151850 | 995 |  | - |
| Recon Report / Statement Maint | 200306 | 4 |  | - |
| Data Download | 200306 | 4 |  | - |
| Extended Paid Chk Data Storage | 400800 | 1,087 |  | - |
|  |  |  |  |  |
| **Reconciliation Services** |  |  |  |  |
| Positive Pay Maintenance | 150030 | 4 |  | - |
| Payee Name Verification | 150122 | 1,093 |  | - |
| Image Capture Per Item | 151351 | 1,178 |  | - |
| Full Reconcilement - Maint | 200010 | 4 |  | - |
| Full Reconcilement - Per Item | 200110 | 1,093 |  | - |
| Issue Input File With Recon | 200201 | 28 |  | - |
| Output File | 200301 | 5 |  | - |
| Issue File Transmittal Report | 209999 | 17 |  | - |
|  |  |  |  |  |
| **Wire - US** |  |  |  |  |
| Electronic Fed Debit S/T | 350100 | 12 |  | - |
| Electronic Book Debit S/T | 350124 | 4 |  | - |
| Fed Credit S/T | 350300 | 6 |  | - |
| Book Credit | 350320 | 3 |  | - |
| Mail Credit Advice | 350412 | 2 |  | - |
| Fw Surcharge $10 Million+ D/C | 350599 | 1 |  | - |
| Fed Transfer Fee | 350599 | 18 |  | - |
|  |  |  |  |  |
| **Automated Clearing House** |  |  |  |  |
| ACH Maintenance | 250000 | 5 |  | - |
| Online ACH Maintenance | 250000 | 7 |  | - |
| Debit Originated | 250100 | 27 |  | - |
| Debit Originated - Online | 250100 | 59 |  | - |
| Credit Originated | 250101 | 9,901 |  | - |
| Credit Originated - Online | 250101 | 23 |  | - |
| ACH Originated Same Day Credit | 250101 | 1 |  | - |
| Addenda Record Originated | 250120 | 1,905 |  | - |
| Debit Received | 250200 | 68 |  | - |
| Credit Received | 250201 | 483 |  | - |
| Return Item | 250302 | 15 |  | - |
| Return Item Redeposit | 250310 | 2 |  | - |
| Return Notification - Email | 250400 | 15 |  | - |
| ACH Batch/File Processed | 250501 | 22 |  | - |
| Transaction Block Maintenance | 251050 | 5 |  | - |
| ACH Trans Block Authorized ID | 251051 | 23 |  | - |
| Notification of Change | 251070 | 1 |  | - |
| Notification of Change - Email | 251070 | 1 |  | - |
|  |  |  |  |  |
| **Online Banking Services** |  |  |  |  |
| Accounts Reported | 40044Z | 21 |  | - |
| Monthly Service | 400610 | 1 |  | - |
| Transactions Reported - 45 Day | 40066Z | 1,531 |  | - |
| Cont Disb Checks Reported | 40066Z | 1,079 |  | - |
| Extended Transaction Detail | 40066Z | 7,866 |  | - |
| Acct Transfer Item | 400699 | 6 |  | - |
|  |  |  |  |  |
| **Int Rec & Pay - Report** |  |  |  |  |
| Receivables Maint - Online | 050005 | 9 |  | - |
| Long Term Storage - Check | 050620 | 922 |  | - |
|  |  |  |  |  |
| **Balance Based Charges** |  |  |  |  |
| Balance Based Charges | 000230 | 10,230,519 |  | - |
|  |  |  |  |  |
| **Total** |  |  |  | **-** |
|  |  |  |  |  |
| **Include All Additional Monthly Fees Not Listed Above** | | |  |  |
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| **Total Additional Monthly Fees Not Listed Above** |  |  |  | **-** |
|  |  |  |  |  |
| **Include All Additinoal Fees Not Listed Above** | |  |  |  |
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| **Total All Additional Fees Not Listed Above** |  |  |  | **-** |

**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) #SN2011**

**BANKING SERVICES**

**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***](mailto:procurementservices@ccc.edu)***, TO THE ATTENTION OF STEVE NASH, CONTRACT ADMINISTRATOR, Wednesday, January 20, 2021, 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.)

logo_horizontal CCC Main

**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 Steve Nash, Contract Administrator, via email to*** [***procurementservices@ccc.edu***](mailto:procurementservices@ccc.edu)***. Please contact the Contract Administrator at 312-553-2590 with any questions.***

***To Be Completed By Proposer***

**Reference Company Name:**

**Reference Contact:**

**Reference Phone:**

**Reference E-mail:**

**Proposer’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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

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

(Page \_\_\_\_\_ of \_\_\_\_\_)

**APPENDICES**

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

APPENDIX II – ETHICS ORIENTATION FOR CONTRACTORS/VENDORS

APPENDIX III - IRS W-9 INSTRUCTIONS AND FORM

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

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

EXHIBIT I – CITY COLLEGES OF CHICAGO INVESTMENT POLICY (See separate PDF file)

EXHIBIT II – CITY COLLEGES OF CHICAGO INVESTMENT GUIDELINES (See separate PDF file)



Appendix 1

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

January 8, 2015

**Terms & Conditions Regarding**

**Compliance with the City Colleges of Chicago’s**

**Minority Business Enterprise (MBE) and**

**Women Business Enterprise (WBE) Participation Plan**

# SECTION 1: INTRODUCTION

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

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

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

# SECTION 2: POLICY STATEMENT AND TERMS

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

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

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

# SECTION 3: DEFINITIONS

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

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

1. **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.

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

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

1. **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.

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

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

1. **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.

1. **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.

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

1. **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.

1. **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.

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

# SECTION 4: PARTICIPATION GOALS

## 4.1 Percentages of Participation

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

MBE Participation goal: 25%

WBE Participation goal: 7%

## 4.2 Bidder/Proposer’s Commitment and Responsibility

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

# SECTION 5: PROCEDURE TO DETERMINE BID & PROPOSAL COMPLIANCE

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

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

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

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

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

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

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

## B. Schedule C: Letter of Intent

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

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

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

## C. Letters of Certification & Certification Determination

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

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

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

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

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

## D. Schedule C-2 & Joint Venture Agreements

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

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

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

### 5.2 Correct Completion of Schedules

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

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

### 5.3 Deficient Compliance Plans

Upon receipt of the Compliance Plan submitted with the bid/proposal, the Office of MBE/WBE Compliance will determine if the bid/proposal is responsive. A bid/proposal may be treated as non-responsive by reason of the determination that the

Bidder/Proposer’s response did not contain a sufficient level of certified MBE or WBE participation or an approved waiver request.

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

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

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

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

# SECTION 6: COUNTING MBE/WBE PARTICIPATION TOWARD CONTRACT GOALS

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

## A. Direct Participation

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

## B. Indirect Participation

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

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

## C. Commercially Useful Function (CUF)

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

The Office of M/WBE Contract Compliance will use a variety of methods to determine whether or not an MBE or WBE is performing a CUF at any time (preaward, 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 nonMBE/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

* 1. 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 subagreement, 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:

1. Attendance at the Pre-bid/proposal conference.

1. 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.

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

1. Timely notification of specific sub-bids/proposals to minority and women assistance agencies and associations.
2. Description of direct negotiations with certified MBE and WBE firms for specific sub-bids/proposals, including:

1. the name, address and telephone number of the certified MBE and WBE firms contacted;

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

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

1. 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.

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

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

1. 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 subbid/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:

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

1. 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 noncompliance 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.

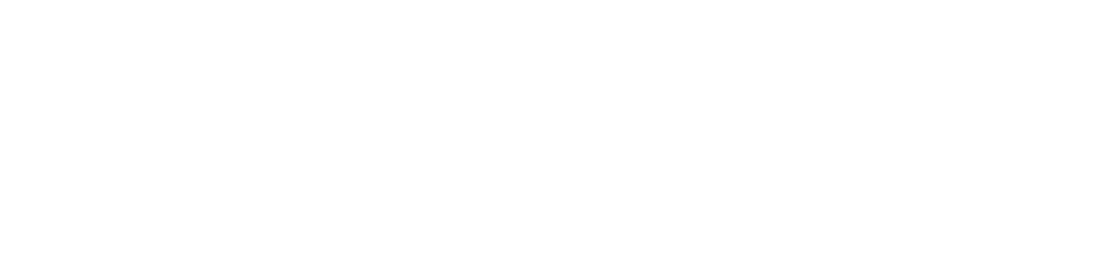
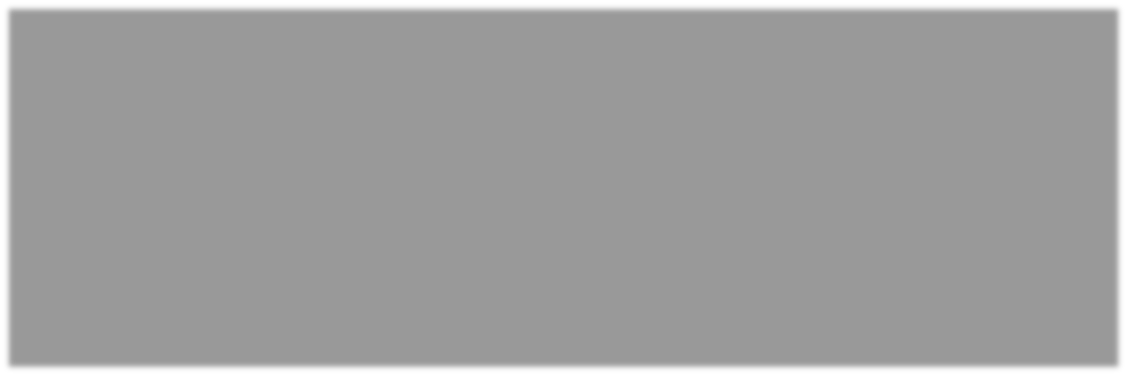
## B. Contractor’s Right To Appeal Decision

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  WBE  Supplier  (100% credit) | Certification Agencies: |
| Contract $: | Contract %: | Indirect Participation   Direct Participation  |
| Description of Services: |  |  |

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

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

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Total MBE Direct | $ | % | Total MBE Indirect | $ | % |
| Total WBE Direct | $ | % | Total WBE Indirect | $ | % |

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

(Please print—Name, phone & email address)

**Affidavit of Bidder/Proposer:**

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

On this day of ,20 , the

(Title of Affiant) (Name of Company)

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

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

(Signature of Notary Public)

My Commission Expires: (Seal)

## 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

***If proposing a Joint Venture with an MBE***

* a Partnership  a Joint Venture ***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).*

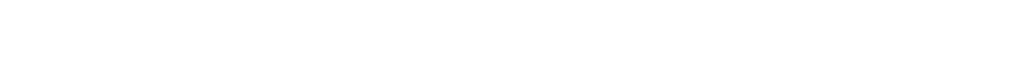
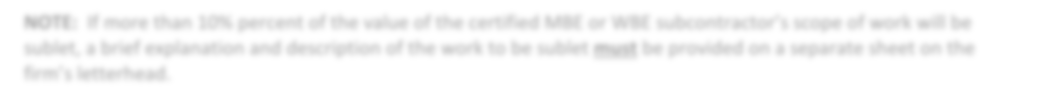
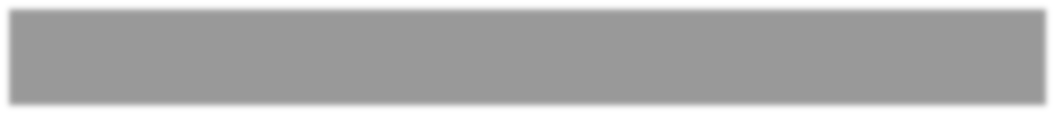
### Sub-Contracting Levels

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 1

## 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 2

## -1

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

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

Project Name and Number:

MBE or WBE Bidder or Proposer: MBE WBE

(Name of Certified Firm/ MBE or WBE)

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

* a Sole Proprietor  a Corporation

***If proposing a Joint Venture as an MBE or***

* a Partnership  a Joint Venture ***WBE in addition to the Schedule A, a***  ***corresponding Schedule C-2 must be***



* a supplier  a Consultant  a Sub-contractor ***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-1 MBE/WBE Prime 1

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:**

1. **Joint Venture Name:**

**Address:**

**Phone:**

**Contact:**

1. **MBE or WBE Joint Venture Partner:**

**MBE**  **WBE**  **Certifying Agency(s)**

**Address:**

**Phone:**

**Contact:**

1. **Non-MBE/WBE Joint Venture Partner:**

**Address:**

**Phone:**

**Contact:**

1. **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.** | |

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

1. **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** |  |  |

1. **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)** |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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 %)   Reason for waiver:   * Sole Source Manufacturer * Distributor – No Subcontractors * Limited subcontracting opportunities | Partial WBE (percentage to be waived)  | % |
|  Other |  |  |

Submitted by:

Name and Title of authorized representative

Name of Bidder/Proposer Company

***For CCC use only:***

Granted:

Full MBE



Partial MBE



%

Full WBE



Partial WBE



%

Denied:



Insufficient supporting documentation



Sufficient pool of direct M/WBE vendors

User Department concurrence (for scope issues):

CCO initials/date:

Compliance Director/date

Schedule D—Waiver Request 1/8/2015

# SCHEDULE D—WAIVER REQUEST

**Instructions regarding Good Faith Efforts for supporting a waiver request:**

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

1. Attendance at the Pre-bid/proposal conference.

1. 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.

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

1. Timely notification of available sub-bids/proposals to minority and women assistance agencies and associations.

1. Description of direct negotiations with certified MBE and WBE firms for specific subbids/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.

1. 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.

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

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

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

Schedule D—Waiver Request 1/8/2015

|  |
| --- |
| **ETHICS ORIENTATION**  **CONTRACTORS/VENDORS**  12/08 |

**CITY COLLEGES OF CHICAGO ETHICS ORIENTATION**

## CONTRACTORS/VENDORS

### INTRODUCTION/GENERAL PRINCIPLES

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

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

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

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

### ETHICS OFFICER

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

### ANNUAL ETHICS TRAINING

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

## EXCERPTS FROM CCC ETHICS POLICY

### GIFT BAN

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

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

### FIDUCIARY RESPONSIBILITY

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

### USE OF DISTRICT PROPERTY

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

### POLITICAL ACTIVITY

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

### PENALITIES

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

### CITY COLLEGES OF CHICAGO ETHICS POLICY

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

**IRS W-9 Form**

Form **W-9 Request for Taxpayer Give Form to the**

**Print or type**

See

**Specific Instructions**

on page 2.

(Rev. December 2014) **Identification Number and Certification requester. Do not**

Department of the Treasury **send to the IRS.**

Internal Revenue Service

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: **4** Exemptions (codes apply only to certain entities, not individuals; see

Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate instructions on page 3):

single-member LLC Exempt payee code (if any)

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 Exemption from FATCA reporting the tax classification of the single-member owner. code (if any)

Other (see instructions) ▶ *(Applies to accounts maintained outside the U.S.)*

1. Address (number, street, and apt. or suite no.) Requester’s name and address (optional)
2. City, state, and ZIP code
3. List account number(s) here (optional)

|  |  |
| --- | --- |
| **General Instructions**  Section references are to the Internal Revenue Code unless otherwise noted. **Future developments**. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.  **Purpose of Form**  An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:   * Form 1099-INT (interest earned or paid) * Form 1099-DIV (dividends, including those from stocks or mutual funds) * Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) * Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) * Form 1099-S (proceeds from real estate transactions) * Form 1099-K (merchant card and third party network transactions) | * Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T   (tuition)   * Form 1099-C (canceled debt) * Form 1099-A (acquisition or abandonment of secured property)   Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  *If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding.* See *What is backup withholding?* on page 2.  By signing the filled-out form, you:   1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued), 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information. |
| Cat. No. 10231X Form **W-9** (Rev. 12-2014) | |

**Part I Taxpayer Identification Number (TIN)**

**Sign**

**Here**

**Signature of**

**U.S. person**

▶

**Date**

▶

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid **Social security number** 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. **or**

|  |
| --- |
| **Employer identification number** |

**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. | |  |  | **–** |  |  |  |  |  |  |  |  |
| **Part II** | **Certification** |  | | | | | | | | | | |

Under penalties of perjury, I certify that:

1.The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2.I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

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

4.The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backupwithholding 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 retirementarrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you mustprovide your correct TIN. See the instructions on page 3.

# Economic Disclosure Statement

**INSTRUCTIONS FOR COMPLETING**

**CITY COLLEGES OF CHICAGO**

**ECONOMIC DISCLOSURE STATEMENT**

**AND AFFIDAVIT**

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

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

For purposes of the EDS:

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

**“Disclosing Party”** means any entity or person submitting an EDS. If the Disclosing Party isparticipating 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 beneficialinterest (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 theApplicant, 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**

1. **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

* 1. [ ] 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:

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

1. **Business address of Disclosing Party:**

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1. **Telephone:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Fax:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
2. **Name of contact person:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. **Federal Employer Identification No. (if you have one): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
4. **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):

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

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Page **1** of **10**

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

1. **NATURE OF DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

|  |  |  |  |
| --- | --- | --- | --- |
| [ ] | Individual | [ ] | Limited liability company\* |
| [ ] | Publicly registered business corporation | [ ] | Limited liability partnership\* |
| [ ] | Privately held business corporation | [ ] | Joint venture\* |
| [ ] | Sole proprietorship | [ ] | Not-for-profit corporation |

[ ] General partnership\* (Is the not-for-profit corporation also

a 501(c)(3))?

[ ] Limited partnership\* [ ] Yes [ ] No

[ ] Trust [ ] Other (please specify)

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

\* Note and complete B.1.b below.

* + 1. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

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

* + 1. 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

1. **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-forprofit 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

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

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**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

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

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**SECTION III -- COMPLIANCE WITH CCC ETHICS POLICY**

The CCC Ethics Policy imposes certain duties and obligations on persons or entities seeking CCC contracts, work, business, or transactions. The full text of CCCs Ethics Policy and a training program is available on line at http://www.ccc.edu/files/Ethics\_Policy.pdf and may also be obtained from CCC Ethics Office at 180 N Wabash Ave, 3rd Floor, Chicago, Illinois, 60601.

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

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

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

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

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

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

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[ ] Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

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

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

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

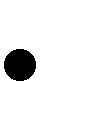
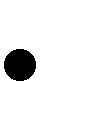
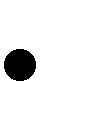
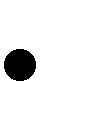
If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement? [ ] Yes [ ] No

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

1. **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;
      1. 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
      2. 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
      3. 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.

1. **FURTHER CERTIFICATIONS**
2. 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:
   1. 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;
   2. 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;
   3. 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;
   4. 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
   5. 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.
3. 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"**).

1. 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:
   1. 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;
   2. 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
   3. 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.
2. 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.
3. 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.

1. 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.
2. 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:

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

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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.

1. 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.

1. 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

1. 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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1. 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

1. 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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1. 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..

1. 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.
2. 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**:
3. 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.

1. 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.
2. 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.
3. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROFESSIONAL SERVICES AGREEMENT

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

**RECITALS:**

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

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

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

1. **Incorporation.** The above recitals and all exhibits attached hereto are incorporated herein by reference. If applicable to this agreement, the entire RFP and Company’s response to the RFP are hereby incorporated by reference into this agreement.
2. **Services.**
   1. **Scope of Services**. Company shall perform the professional services and all tasks incidental thereto and provide the deliverables specified herein and in Exhibit A attached hereto and incorporated herein by reference (“Services”). Company shall perform all Services in accordance and to the reasonable satisfaction of the Institution. Time is of the essence.
   2. **Standard of Performance**. Company shall perform the Services in accordance with the degree of professional skill, care and diligence shown by a professional performing services of a comparable scope, purpose and magnitude customarily provided in the performance of such Services. Company shall at all times act in the best interests of the Institution. Company acknowledges that it is entrusted with and will have access to valuable and confidential information and records of the Institution and agrees to be held to the standard of care and diligence of a fiduciary. All Services that require the exercise of professional skill or judgment will be performed by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Company remains responsible for the professional and technical accuracy of all Services and deliverables furnished, whether by Company, Company’s subcontractors or others on its behalf. All deliverables must be prepared in a form, content and schedule satisfactory to the Institution. Moreover, Company shall use its best efforts, furnish its best professional skill and judgment and cooperate with Institution officials, employees, contractors and agents in completing the Services. If Company fails to comply with these standards, the Company must re-perform, at its own expense, all Services required to be re-performed as a direct or indirect result of such failure. Any review, approval, acceptance or payment for any and all of the Services by the Institution does not relieve the Company from this re-performance obligation or its responsibilities hereunder.
3. **Personnel**. Company shall provide and utilize all personnel required to satisfactorily and successfully perform the Services.
4. **Term**. Subject to Section 11 herein, this Agreement shall begin **\_\_\_\_\_\_\_\_** and end **\_\_\_\_\_\_\_\_\_\_** (“Term”) unless otherwise terminated or extended by the parties in writing.
5. **Fee.**
   1. **Maximum Fee**. As payment for satisfactory performance of the Services, Company shall receive a maximum fee not to exceed **\_\_\_\_\_\_\_\_\_\_\_ ($\_\_\_\_\_\_\_\_)** (“Fee”).
   2. **Invoices.** Company shall submit monthly invoices for the Institution’s review and approval indicating the portion of the Services provided during the invoice period. Company shall comply with any form and time limitations in which invoices must be submitted and shall submit such evidence to the Institution as may be required to show the validity of the Fee and any claimed expenses. Invoices shall be paid based on agreed upon payment method and associated terms once all stipulations, provisions and/or conditions set forth in this agreement have been met. If the Institution objects to all or any portion of an invoice it shall promptly notify Company of its objection and both parties shall immediately make every effort to promptly settle the disputed portion of the invoice. If the dispute is not settled by the date that the payment is due, then the Institution shall pay the undisputed portion of the invoice. Neither the initial payment nor any subsequent payments hereunder constitute acceptance of the Services or any deliverables provided hereunder.
   3. **Payment Method and Term.**
      1. **Net 15** days or less- Institution utilizes an electronic payment method leveraging unique and secure cardless payment accounts which allows for placement of funds for approved payment transactions on a Visa Single Use Account (“SUA”) administered through U.S. Bank via the Payment Plus program.
      2. **Net 45** days - Institution utilizes Automatic Clearing House (“ACH”) as a method to pay suppliers. This requires completion of a form indicating Bank routing and account number information authorizing Institution to deposit funds into Company Bank account.
      3. **Net 60** days – Institution will issue traditional checks to suppliers unable to accept one of the preferred electronic methods.
   4. **Taxes.** Company is solely responsible for paying income, social security and other employment taxes due to the proper taxing authorities, and understands that the Institution shall not deduct such taxes from any payments to Company hereunder. Company shall also obtain and pay for all permits, licenses and fees required to perform the Services and comply with the terms of this Agreement.
   5. **Appropriation.** All payments hereunder, including the Fee shall be subject to the appropriation and availability of funds of Institution. If funds are not appropriated by the Institution for the Fee during any fiscal period, this Agreement shall terminate, without need for notice, on the earliest of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Agreement are exhausted. The Institution shall not be obligated to make any payments in the event of non-appropriation.
   6. **Accounting.** In connection with the Services, Company shall keep and maintain separate, complete, accurate, and detailed books and records reflecting and fully disclosing: (i.) all costs and out-of-pocket expenses incurred and (ii.) all revenues billed and received. All such books and records shall be kept for a period of three (3) years after the expiration or termination of this Agreement and shall be available at a location in Chicago, Illinois, for inspection, copying, audit, and examination by the Institution or any representative of the Institution. Company shall incorporate this right to inspect, copy, audit, and examine all books and records into all subcontracts entered into by Company with respect to the Services. Moreover, upon the Institution’s request, Company shall promptly furnish all such books and records to the Institution. This provision shall survive for three years after the expiration or termination of this Agreement.
6. **Ownership/Confidentiality.**
   1. **Ownership of Documents.**

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

* 1. **Confidentiality.**

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

1. **MBE/WBE.** If applicable, unless waived by Institution in writing, Company must expend at least 25% of the Fee (including all modifications and amendments to it) with one or more certified minority business enterprises (“MBE”) and at least 7% of the Fee (including all modifications and amendment to it) with one or more certified women’s owned business enterprises (“WBE”). The Company will adhere to any and all reporting and other requirements as set forth in the Board's **Minority and Women Business Enterprise Contract Participation Plan, including but not limited to the Company’s response to Schedule A of the plan on file with the Office of Procurement Services**. The Plan can be found at <http://www.ccc.edu/services/Pages/Become-a-Vendor.aspx> Failure to comply with this provision constitutes a material breach of this Agreement and may result in termination of the Agreement and other remedies.
2. **Representations and Warranties**.
   1. **Company Representations and Warranties.** In connection with this Agreement, Company represents and warrants that:
      1. It is ready, willing and able to perform, and will perform, the Services in accordance with this Agreement; and
      2. No officer, agent or employee of the Institution is employed by Company or to the best of Company’s knowledge, after due diligence and inquiry, has a financial interest directly or indirectly in this Agreement or the Services except as may be permitted under the Institutions’ Ethics Policy. Further, Company agrees to comply with Institution’s Ethics Policy and with any amendments enacted thereafter. The policy can be found on Institution’s website: www.ccc.edu; and
      3. Company shall not use any debarred or ineligible subcontractor to perform all or any portion of the Services; and
      4. Company and its subcontractors, if any, are not currently in default and have not been in default within the past five (5) years of any contract awarded by the Institution; and
      5. Company understands the nature of the Services and all other matters that may affect this Agreement or its performance and Company has carefully examined and analyzed this Agreement and determined that the Agreement is feasible of performance in accordance with its terms; and
      6. No representation, statement or promise, oral or written, by the Institution, its officials, agents or employees, has induced Company to enter into this Agreement or has been relied upon by Company; and
      7. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Company. This Agreement constitutes the legal, valid and binding agreement of Company, enforceable against Company in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies); and
      8. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of Company, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which Company is a party of or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to Company; and
      9. Professionals competent to perform the Services shall perform all Services that require the exercise of professional skill or judgment.
   2. **Institution Representations and Warranties**. In connection with this Agreement, the Institution represents and warrants that:
      1. The Institution is a body politic and corporate duly organized, validly existing and in good standing under the laws of the State of Illinois. The Institution has all requisite corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder; and
      2. The execution and delivery of this Agreement and the consummation of the transactions contemplated herein, have been duly authorized by all requisite corporate action on the part of the Institution. This Agreement constitutes the legal, valid and binding agreement of the Institution, enforceable against the Institution in accordance with its terms (except insofar as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors’ rights generally, or by principles governing the availability of equitable remedies; and
      3. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not: (i) conflict with or result in any violation of any provision of the charter or bylaws of the Institution, each as amended to date; or (ii) conflict with, result in any violation or breach of, constitute a default under, give rise to any right of termination or acceleration (with or without notice or the lapse of time or both) pursuant to, or result in being declared void or voidable, any term or provision of any note, bond, mortgage, indenture, lease, license, contract or other instrument to which the Institution is a party or by which any of its properties or assets are or may be bound; or (iii) violate any order, writ, injunction, decree, statute, rule or regulation applicable to the Institution.
3. **Indemnity.** Notwithstanding any other terms and conditions in this Agreement, including any obligations regarding insurance coverage, Company agrees to defend, indemnify, save and hold harmless fully the Institution, its Board of Trustees, agents, officers, students, volunteers, contractors and employees against any and all claims, suits or judgments, costs or expenses, including attorney’s reasonable fees, (collectively “Loss”) in connection with this Agreement. This indemnification obligation does not extend to that portion of a Loss caused by Institution’s negligence, as determined by a court of competent jurisdiction in a final, non-appealable judicial order.
4. **Insurance.** Throughout the Term, Company, at its own expense, shall provide and maintain the following insurance coverage:
   1. **Workers Compensation and Employers Liability**. Workers Compensation as prescribed by applicable law, covering all employees who are providing the Services and Employer’s Liability coverage with limits of not less than $1,000,000.00 each accident or illness; and
   2. **Commercial General Liability.** Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000.00 per occurrence, for bodily injury, personal injury, and property damage liability. Coverage shall include the following: All premises and operations, products/completed operations, separation of insured, defense, and contractual liability (with no limitation endorsement); and
   3. **Automobile Liability**. When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Company shall provide Comprehensive Automobile Liability Insurance with limits of not less than $1,000,000.00 per occurrence, for bodily injury and property damage; and
   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 $1,000,000.00. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on this Agreement. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

1. **Termination/Remedies.**
   1. **Termination for Convenience.** Notwithstanding Section 11(b) below, the Institution may terminate this Agreement, or any portion of the Services, at any time, upon thirty (30) days prior written notice to Company. If this Agreement is terminated by the Institution under this Section 11, Company shall immediately deliver to the Institution all finished or unfinished materials, documents, data, studies and reports prepared by it or under its direction in connection with the Services. The Institution will pay Company for the portion of the Services satisfactorily performed by Company in those amounts accrued but not yet paid prior to the effective date of termination. Such payment to the Company shall be in full settlement for all Services.
   2. **Termination for Default.** Subject to Section 11(a) herein, this Agreement may also be terminated for default. Each of the following shall constitute an event of default by Company (“Default”).
      1. Any material misrepresentation, whether in the inducement or in the performance, made by the Company to the Institution; and
      2. A breach of a representation or warranty contained in this Agreement; and
      3. The insolvency, bankruptcy or committing of any act of bankruptcy or insolvency, or making an assignment for the benefit of creditors; and
      4. Failure to comply with or perform any material provision of this Agreement; and
      5. 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
      6. Causing, by any action or omission, the stoppage, delay of, or interference with, the work of any other Company or sub-consultant.

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

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

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

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

**If to Institution:**

City Colleges of Chicago

Office of the Chancellor

Attn: Juan Salgado

180 N. Wabash Ave, Suite 200

Chicago, IL 60601

with a copy to:

City Colleges of Chicago

Office of the General Counsel

Attn: General Counsel

180 N. Wabash Ave, Suite 200

Chicago, IL 60601

**If to Company:**

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

* 1. **Severability.** The terms of this Agreement are severable and if a court of competent jurisdiction herein declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable.
  2. **No Damages for Delay.** During the Term, Company is not entitled to and must make no charges or claims for damages for any delays or hindrances from any cause in connection with the Services. If Company’s performance of the Services is delayed by causes beyond Company’s reasonable control, at the Institution’s sole option, the Institution may either terminate this Agreement or extend the time to complete the Services to reflect the extent of the delay (if extension is feasible given the project deadlines and the expectations of public performance), provided the Company has given the Institution written notice within ten days after delay begins. The notice by the Company must include a description of the reasons for the delay and the steps Company has taken or will take to mitigate the effects of the delay.
  3. **Names/Logos.** Institution owns all rights to the name City Colleges of Chicago and its individual colleges and to certain logos, servicemarks, trademarks and likenesses (“Marks”). Company must not use the Marks as part of Company’s business or trade name, and Company must not use the Marks or sell merchandise or services with the Marks without the Institution’s express written consent. Also, Company must not permit anyone else to do so.
  4. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Illinois and venue for any litigation related to this Agreement shall be in Cook County, Illinois.
  5. **Non-Discrimination.** Company shall not discriminate against any workers, employees or applicants, or any member of the public, because or race, color, religion, age, disability unrelated to ability to perform, gender, national origin or ancestry, sexual orientation, marital status, military discharge status or source of income. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship. Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Company further agrees that this clause will be incorporated in all contracts entered into with suppliers of materials or services, contractors, and subcontractors and all labor organizations, furnishing skilled, unskilled and craft union skill labor, or who may perform any labor or services in connection with this Agreement.
  6. **Compliance with Laws**. During the Term, Company, at its sole expense, shall observe and comply with all federal, state and local laws, rules, ordinances and regulations related to this Agreement, including, but not limited, to the Illinois Public Community College Act and the Rules for the Management & Government of the City Colleges of Chicago. Company shall also be responsible for compliance with the City Colleges of Chicago Debarment Policy. Company shall indemnify the Institution for all losses and expenses, including reasonable attorneys fees resulting from failure to comply with this provision, including, but not limited to, any fines, penalties, or corrective measures.
  7. **Amendments/Changes.** No modification or amendments to this Agreement shall be effective unless such amendment is in writing and signed by both parties hereto.
  8. **Ethics Policy**. Company agrees to comply with the Institution’s Ethics Policy and with any amendments adopted thereafter. A copy of the Institution’s Ethics Policy can be found at www.ccc.edu.
  9. **Inspector General**. It shall be the duty of each party to the agreement to cooperate with the Inspector General for City Colleges of Chicago in any investigation conducted pursuant to the Inspector General’s authority under Article 2, Section 2.7.4(b) of the Board Bylaws.
  10. **Independent Contractor.** Company is an independent contractor and not the agent, partner or employee of the Institution. Company shall not have the authority to enter into any contract or agreement to bind Institution, and shall not represent to anyone that Company has such authority.
  11. **Assignment and Delegation.** Company shall not subcontract, assign, or otherwise transfer all or any portion of this Agreement, nor delegate its duties or obligations hereunder without the Institution’s prior written consent.
  12. **Survival.** Upon the expiration or termination of this Agreement, those provisions that would by their nature survive this Agreement will so survive.
  13. **Third Party Beneficiaries.** Nothing contained in this Agreement is intended to confer upon any person (other than the parties hereto, the Institution Indemnified Parties and the Company Indemnified Parties) any rights, benefits or remedies of any kind or character whatsoever, and no person will be deemed a third-party beneficiary under or by reason of this Agreement.
  14. **Force Majeure.** Neither party will have any liability to the other for any failure or delay in performing any obligation under this Agreement due to acts of God or nature, fires, floods, strikes, civil disturbances, terrorism, or power, communications, satellite or network failures (individually and collectively “Force Majeure Event”). Either party upon prior written notice may terminate this Agreement if such Force Majeure Event continues for more than ten-(10) calendar days.
  15. **Severability**. The terms of this Agreement are severable and if a court of competent jurisdiction declares any term or provision illegal, void or unenforceable, the remainder of the provisions hereunder shall remain valid and enforceable to the maximum extent permissible.
  16. **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one binding agreement.
  17. **Conflicts.** In the event of a conflict between the provisions of this Agreement and the provisions of Exhibit A, the provisions of this Agreement shall control.
  18. **Entire Agreement.** This Agreement, and the exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the parties. Any prior written or oral agreements or representations related to this Agreement or the Services are of no force and effect.

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

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| **Board of Trustees of Community College District No. 508, County of**  **Cook and State of Illinois:** |  | **COMPANY** |
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| By:  CHANCELLOR  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By:  Name:  Title: |
|  |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **APPROVED AS TO LEGAL FORM:** |  |  |
|  |  |  |
| By:  Karla Mitchell Gowen  General Counsel  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |